ARTICLE XVI. RULES OF PROFESSIONAL CONDUCT

Effective January 1, 1987

Including Amendments Received Through March 1, 1994

Table of Rules

CLIENT-LAWYER RELATIONSHIP

RULE 1.1 COMPETENCE

(a) A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

(b) A lawyer is required to comply with the minimum requirements of continuing legal education as prescribed by Louisiana Supreme Court rule.

RULE 1.2 SCOPE OF REPRESENTATION

(a) Both lawyer and client have authority and responsibility in the objectives and means of representation. The client has ultimate authority to determine the purposes to be served by legal representation, within the limits imposed by law and the lawyer's professional obligations.

(b) A lawyer may limit the objectives of the representation if the client consents after consultation.

(c) A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent, but a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to

make a good faith effort to determine the validity, scope, meaning or application of the law.

(d) When a lawyer knows that a client expects assistance prohibited by the rules of professional conduct or other law, the lawyer shall consult with the client regarding the relevant limitations on the lawyer's conduct.

RULE 1.3 DILIGENCE

A lawyer shall act with reasonable diligence and promptness in representing a client.

RULE 1.4 COMMUNICATION

(a) A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

(b) The lawyer shall give the client sufficient information to participate intelligently in decisions concerning the objectives of the representation and the means by which they are to be pursued, to the extent the client is willing and able to do so.

RULE 1.5 FEES

(a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:

(1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

(2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;

(3) The fee customarily charged in the locality for similar legal services;

(4) The amount involved and the results obtained;

(5) The time limitations imposed by the client or by the circumstances;

(6) The nature and length of the professional relationship with the client;

(7) The experience, reputation, and ability of the lawyer or lawyers performing the services; and

(8) Whether the fee is fixed or contingent.

(b) When the lawyer has not regularly represented the client, the basis or rate of the fee shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered except in a matter in which a contingent fee is prohibited by Paragraph (d) or other law. A contingent fee agreement shall be in writing and shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal, litigation and other expenses to be deducted from the recovery, and whether such expenses are to be deducted before or after the contingent fee is calculated. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

(d) A lawyer shall not enter into an arrangement for, charge, or collect:

(1) Any fee in a domestic relations matter, the payment or amount of which is contingent upon the securing of a divorce or upon the amount of alimony or support, or property settlement in lieu thereof; or

(2) A contingent fee for representing a defendant in a criminal case.

(e) A division of fee between lawyers who are not in the same firm may be made only if:

(1) The division is in proportion to the services performed by each lawyer or, by written agreement with the client, each lawyer assumes joint responsibility for the representation;

(2) The client is advised of and does not object to the participation of all the lawyers involved; and

(3) The total fee is reasonable.

(f) Payment of fees in advance of services shall be subject to the following rules:

(1) When the client pays the lawyer a fee to retain the lawyer's general availability to the client and the fee is not related to a particular representation, the funds become the property of the lawyer when paid and may be placed in the lawyer's operating account.

(2) When the client pays the lawyer all or part of a fixed fee or of a minimum fee for particular representation with services to be rendered in the future, the funds become the property of the lawyer when paid, subject to the provisions of Rule 1.5(f)(6). Such funds need not be placed in the lawyer's trust account, but may be placed in the lawyer's operating account.

(3) When the client pays the lawyer an advance deposit against fees which are to accrue in the future on an hourly or other agreed basis, the funds remain the property of the client and must be placed in the lawyer's trust account. The lawyer may transfer these funds as fees are earned from the trust account to the operating account, without further authorization from the client for each transfer, but must render a periodic accounting for these funds as is reasonable under the circumstances.

(4) When the client pays the lawyer an advance deposit to be used for costs and expenses, the funds remain the property of the client and must be placed in the lawyer's trust account. The lawyer may expend these funds as costs and expenses accrue, without further authorization from the client for each expendi-

ture, but must render a periodic accounting for these funds as is reasonable under the circumstances.

(5) The fee under Rule 1.5(f)(1), (2), or (3) must be reasonable under the circumstances, and the contract between the lawyer and the client regarding the fee should preferably be in writing and should specify the basis on which fee payments are to be made.

(6) When the client pays the lawyer a fixed fee or a minimum fee for particular services to be rendered in the future under Rule 1.5(f)(2) and the funds are placed in the lawyer's operating account and a fee dispute subsequently arises between the lawyer and the client, either during the course of the representation or at the termination of the representation, the lawyer shall immediately refund to the client the unearned portion of the fee, if any. If the lawyer and the client cannot agree on the amount of unearned fee, the lawyer shall immediately refund to the client the amount, if any, that the parties agree has not been earned, and the lawyer shall deposit into a trust account an amount which represents the portion of the fee which is reasonably in dispute. The funds shall be held in the trust account until the dispute is resolved, and the lawyer may not hold the disputed portion of the funds to coerce a client into accepting the lawyer's contentions. The lawyer should also suggest means for a prompt resolution of the dispute such as the Louisiana State Bar Association Fee Dispute Program or other similar arbitration.

Amended effective Sept. 1, 1992.

RULE 1.6 CONFIDENTIALITY OF INFORMATION

(a) A lawyer shall not reveal information relating to representation of a client unless the client consents after consultation, except for disclosures that are impliedly authorized in order to carry out the representation, and except as stated in Paragraph (b).

(b) A lawyer may reveal such information to the extent the lawyer reasonably believes necessary:

(1) To prevent the client from committing a criminal act that the lawyer believes is likely to result in imminent death or substantial bodily harm; or

(2) To establish a claim or defense on behalf of the lawyer in a controversy between the lawyer and the client, to establish a defense to a criminal charge or civil claim against the lawyer based upon conduct in which the client was involved, or to respond to allegations in any proceeding concerning the lawyer's representation of the client.

RULE 1.7 CONFLICT OF INTEREST: GENERAL RULE

Loyalty is an essential element in the lawyer's relationship to a client. Therefore:

(a) A lawyer shall not represent a client if the representation of that client will be directly adverse to another client, unless:

(1) The lawyer reasonably believes the representation will not adversely affect the relationship with the other client; and

(2) Each client consents after consultation.

(b) A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests, unless;

(1) The lawyer reasonably believes the representation will not be adversely affected; and

(2) The client consents after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

RULE 1.8 CONFLICT OF INTEREST: PROHIBITED TRANSACTIONS

As a general principle, all transactions between client and lawyer should be fair and reasonable to the client. Furthermore, a lawyer may not exploit his representation of a client or information relating to the representation to the client's disadvantage. Examples of violations include, but are not limited to, the following:

(a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless;

(1) The transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which can be reasonably understood by the client;

(2) The client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and

(3) The client consents in writing thereto.

(b) A lawyer shall not use information relating to representation of a client to the disadvantage of the client unless the client consents after consultation.

(c) A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.

(d) Prior to the conclusion of representation of a client, a lawyer shall not make or negotiate an agreement giving the lawyer literary or media rights to a portrayal or account based in substantial part on information relating to the representation.

(e) A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that:

(1) A lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter; and

(2) A lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.

(f) A lawyer shall not accept compensation for representing a client from one other than the client unless:

(1) The client consents after consultation, or the compensation is provided by contract with a third person such as an insurance contract or a prepaid legal service plan.

(2) There is no interference with the lawyer's independent or professional judgment or with the client-lawyer relationship; and

(3) Information relating to representation of a client is protected as required by Rule 1.6.

(g) A lawyer who represents two or more clients shall not participate in making an aggregate settlement of the claims of or against the clients, or in a criminal case an aggregated agreement as to guilty or nolo contendere pleas, unless each client consents after consultation, including disclosure of the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement.

(h) A lawyer shall not make an agreement prospectively limiting the lawyer's liability to a client for malpractice unless permitted by law and the client is independently represented in making the agreement, or settle a claim for such liability with an unrepresented client or former client without first advising that person in writing that independent representation is appropriate in connection therewith.

(i) A lawyer related to another lawyer as parent, child, sibling or spouse shall not represent a client in a representation directly adverse to a person who the lawyer knows is represented by the other lawyer except upon consent by the client after consultation regarding the relationship.

(j) A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client, except that the lawyer may:

(1) Acquire a lien granted by law to secure the lawyer's fee or expenses; and

(2) Contract with a client for a reasonable contingent fee in a civil case.

RULE 1.9 CONFLICT OF INTEREST: FORMER CLIENT

A lawyer who has formerly represented a client in a matter shall not thereafter;

(a) Represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client consents after consultation; or

(b) Use information relating to the representation to the disadvantage of the former client except as Rule 1.6 would permit with respect to a client or when the information has become generally known.

RULE 1.10 IMPUTED DISQUALIFICATION: GENERAL RULE

(a) While lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by Rules 1.7, 1.8(c), 1.9, or 2.2.

(b) When a lawyer becomes associated with a firm, the firm may not knowingly represent a person in the same or a substantially related matter in which that lawyer, or a firm with which the lawyer was associated, had previously represented a client whose interests are materially adverse to that person and about whom the lawyer had acquired information protected by Rules 1.6 and 1.9(b) that is material to the matter.

(c) When a lawyer has terminated an association with a firm, the firm is not prohibited from thereafter representing a person with interests materially adverse to those of a client represented by the formerly associated lawyer unless:

(1) The matter is the same or substantially related to that in which the formerly associated lawyer represented the client; and

(2) Any lawyer remaining in the firm has information protected by Rules 1.6 and 1.9(b) that is material to the matter.

(d) A disqualification prescribed by this rule may be waived by the affected client under the conditions stated in Rule 1.7.

Amended Jan. 12, 1988.

RULE 1.11 SUCCESSIVE GOVERNMENT AND PRIVATE EMPLOYMENT

(a) Except as law may otherwise expressly permit, a lawyer shall not represent a private client in connection with a matter in which the lawyer participated personally and substantially as a public officer or employee, unless the appropriate government agency consents after consultation. No lawyer in a firm with which that lawyer is associated may knowingly undertake or continue representation in such a matter unless:

(1) The disqualified lawyer is screened from any participation in the matter and is apportioned no part of the fee therefrom; and

(2) Written notice is promptly given to the appropriate government agency to enable it to ascertain compliance with the provisions of this rule.

(b) Except as law may otherwise expressly permit, a lawyer having information that the lawyer knows is confidential government information about a person acquired when the lawyer was a public officer or employee, may not represent a private client whose interests are adverse to that person in a matter in which the information could be used to the material disadvantage of that person. A firm with which that lawyer is associated may undertake or continue representation in the matter only if the disqualified lawyer is screened from any participation in the matter and is apportioned no part of the fee therefrom.

(c) Except as law may otherwise expressly permit, a lawyer serving as a public officer or employee shall not:

(1) Participate in a matter in which the lawyer participated personally and substantially while in private practice or nongovernmental employment, unless under applicable law no one is, or by lawful delegation may be, authorized to act in the lawyer's stead in the matter; or

(2) Negotiate for private employment with any person who is involved as a party or as attorney for a party in a matter in which the lawyer is participating personally and substantially.

(d) As used in this rule, the term "matter" includes:

(1) Any judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, investigation, charge, accusation, arrest or other particular matter involving a specific party or parties; and

(2) Any other matter covered by the conflict of interest rules of the appropriate government agency.

(e) As used in this rule, the term "confidential government information" means information which has been obtained under governmental authority and which, at the time this rule is applied, the government is prohibited by law from disclosing to the public or has a legal privilege not to disclose, and which is not otherwise available to the public.

RULE 1.12 FORMER JUDGE, ARBITRATOR OR LAW CLERK

(a) Except as stated in Paragraph (d), a lawyer shall not represent anyone in connection with a matter in which the lawyer participated personally and substantially as a judge or other adjudicative officer, arbitrator or law clerk to such a person, unless all parties to the proceeding consent after disclosure.

(b) A lawyer shall not negotiate for employment with any person who is involved as a party or as attorney for a party in a matter in which the lawyer is participating personally and substantially as a judge or other adjudicative officer, or arbitrator. A lawyer serving as a law clerk to a judge, other adjudicative officer or arbitrator may negotiate for employment with a party or attorney involved in a matter in which the clerk is participating personally and substantially, but only after the lawyer has notified the judge, other adjudicative officer or arbitrator.

(c) If a lawyer is disqualified by Paragraph (a), no lawyer in a firm with which that lawyer is associated may knowingly undertake or continue representation in the matter unless:

(1) The disqualified lawyer is screened from any participation in the matter and is apportioned no part of the fee therefrom; and

(2) Written notice is promptly given to the appropriate tribunal to enable it to ascertain compliance with the provisions of this rule.

(d) An arbitrator selected as a partisan of a party in a multi-member arbitration panel is not prohibited from subsequently representing that party.

RULE 1.13 ORGANIZATION AS CLIENT

(a) A lawyer employed or retained by an organization represents the organization acting through its duly authorized constituents.

(b) If a lawyer for an organization knows that an officer, employee or other person associated with the organization is engaged in action, intends to act or refuses to act in a matter related to the representation that is a violation of a legal obligation to the organization, or a violation of law which reasonably might be imputed to the organization, and is likely to result in substantial injury to the organization, the lawyer shall proceed as is reasonably necessary in the best interest of the organization. In determining how to proceed, the lawyer shall give due consideration to the seriousness of the violation and its consequences, the scope and nature of the lawyer's representation, the responsibility in the organization and the apparent motivation of the person involved, the policies of the organization concerning such matters and any other relevant considerations. Any measures taken shall be designed to minimize disruption of the organization and the risk of revealing information relating to the representation to persons outside the organization. Such measures may include among others:

(1) Asking reconsideration of the matter;

(2) Advising that a separate legal opinion on the matter be sought for presentation to appropriate authority in the organization; and

(3) Referring the matter to higher authority in the organization, including, if warranted by the seriousness of the matter, referral to the highest authority that can act in behalf of the organization as determined by applicable law.

(c) If, despite the lawyer's efforts in accordance with Paragraph (b), the highest authority that can act on behalf of the organization insists upon action, or a refusal to act, that is clearly a violation of law and is likely to result in substantial injury to the organization, the lawyer may resign in accordance with Rule 1.16.

(d) In dealing with an organization's directors, officers, employees, members, shareholders or other constituents, a lawyer shall explain the identity of the client when it is apparent that the organization's interests are adverse to those of the constituents with whom the lawyer is dealing.

(e) A lawyer representing an organization may also represent any of its directors, officers, employees, members, shareholders or other constituents, subject to the provisions of Rule 1.7. If the organization's consent to the dual representation is required by Rule 1.7, the consent shall be given by an appropriate official of the organization other than the individual who is to be represented, or by the shareholders.

RULE 1.14 CLIENT UNDER A DISABILITY

(a) When a client's ability to make adequate decisions in connection with the representation is impaired, for whatever reason, the lawyer must still treat the client as he would any other client unless it becomes apparent that the client's ability to participate in the decision making process is so impaired as to be unreliable. In such a case, when the lawyer reasonably believes that the client cannot act in his own best interest, the lawyer may seek the appointment of a curator, tutor or other legal representative or take such other protective action as may appear appropriate under the circumstances.

Where the lawyer represents a client through a legal representative, the client remains the subject of the representation for purposes of determining whose best interest should be protected.

(b) A lawyer may seek the appointment of a guardian or take other protective action with respect to a client, only when the lawyer reasonably believes that the client cannot adequately act in the client's own interest.

RULE 1.15 SAFEKEEPING PROPERTY

(a) A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Funds shall be kept in a separate account maintained in a bank or similar institution in the state where the lawyer's office is situated, or elsewhere with the consent of the client or third person. Other property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of five years after termination of the representation.

(b) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property.

(c) When in the course of representation a lawyer is in possession of property in which both the lawyer and another person claim interests, the property shall be kept separate by the lawyer until there is an accounting and severance of their interests. If a dispute arises concerning their respective interests, the portion in dispute shall be kept separate by the lawyer until the dispute is resolved.

(d) A lawyer shall create and maintain an interest-bearing trust account for clients' funds which are nominal in amount or to be held for a short period of time in compliance with the following provisions:

(1) No earnings from such an account shall be made available to a lawyer or firm.

(2) The account shall include all clients' funds which are nominal in amount or to be held for a short period of time.

(3) An interest-bearing trust account shall be established with any bank or savings and loan association or credit union authorized by federal or state law to do business in Louisiana and insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. Funds in each interest-bearing trust account shall be subject to withdrawal upon request and without delay.

(4) The rate of interest payable on any interest-bearing trust account shall not be less than the rate paid by the depository institution to regular, non-lawyer depositors.

(5) Lawyers or law firms depositing client funds in a trust savings account shall direct the depository institution:

A. To remit interest or dividend, net of any service charges or fees, on the average monthly balance in the account, or as otherwise computed in accordance with an institution's standard accounting practice, at least quarterly, to the Louisiana Bar Foundation, Inc.;

B. To transmit with each remittance to the Foundation a statement showing the name of the lawyer or law firm for whom the remittance is sent and the rate of interest applied; and

C. To transmit to the depositing lawyer or law firm at the same time a report showing the amount paid to the Foundation, the rate of interest applied,

and the average account balance of the period for which the report is made.

Amended effective Jan. 1, 1991

IOLTA Rules

Effective January 1, 1991

1. The IOLTA program shall be a mandatory program requiring the participation by attorneys and law firms, whether proprietorships, partnerships or professional corporations.

2. The program shall apply to all clients of the participating attorneys or firms whose funds on deposit are either nominal in amount or to be held for a short period of time.

3. The following principles shall apply to clients' funds which are held by attorneys and firms.

a. No earnings on the IOLTA accounts may be made available to or utilized by an attorney or law firm.

b. Upon the request of the client, earnings may be made available to the client whenever possible upon deposited funds which are neither nominal in amount nor to be held for a short period of time; however, traditional attorney-client relationships do not compel attorneys either to invest clients' funds or to advise clients to make their funds productive.

c. Clients' funds which are nominal in amount or to be held for a short period of time shall be retained in an interest-bearing checking or savings trust account with the interest (net of any service charge or fees) made payable to the Louisiana Bar Foundation, Inc., said payments to be made at least quarterly.

d. In determining whether a client's funds are nominal in amount, the lawyer or law firm shall take into consideration the following factors:

(1) The amount of interest which the funds would reasonably be expected to earn during the period they are to be deposited;

(2) The lawyer's cost to establish and administer the account, including the cost of preparing any required tax reports for interest accruing to a client's benefit; and

(3) The capability of financial institutions to calculate and pay interest to individual clients.

The determination of whether funds to be invested could be utilized to provide a positive net return to the client rests in the sound judgment of each attorney or law firm. In making the determination, the attorney or law firm may assume that $50 is a reasonable estimate of the minimum amount of interest that a segregated trust account for an individual client must generate to be practical in light of the costs involved in earning or accounting for any such income.

e. Although notification to clients whose funds are nominal in amount or to be held for a short period of time is not required, many attorneys may want to notify their clients of their participation in the program in some fashion. There is no impropriety in an attorney for the firm advising all clients of the members of the firm's advancing the administration of justice in Louisiana beyond their individual abilities in conjunction with other public-spirited members of their profession. In fact, it is recommended that this be done. Participation in the program will require communication to an authorized financial institution.

4. The Louisiana Bar Foundation shall hold the entire beneficial interest in the interest income derived from trust accounts in the IOLTA program. Interest earned by the program will be paid to the Louisiana Bar Foundation, Inc. to be used solely for the following purposes:

a. to provide legal services to the indigent and to the mentally disabled;

b. to provide law-related educational programs for the public;

c. to study and support improvements to the administration of justice; and

d. for such other programs for the benefit of the public and the legal system of the state as are specifically approved from time to time by the Supreme Court of Louisiana.

5. The Louisiana Bar Foundation shall prepare an annual report to the Supreme Court of Louisiana that summarizes IOLTA income, grants, operating expenses, and any other problems arising out of administration of the IOLTA program. In addition, the Louisiana Bar Foundation shall also prepare an annual report to the Supreme Court of Louisiana that summarizes all other Foundation income, grants, operating expenses and activities, as well as any other problems which arise out of the Foundation's implementation of its corporate purposes. The Supreme Court of Louisiana shall review, study and analyze such reports and shall make recommendations to the Foundation with respect thereto.

Adopted effective Jan. 1, 1991.

RULE 1.16 DECLINING OR TERMINATING REPRESENTATION

(a) Except as stated in Paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

(1) The representation will result in violation of the rules of professional conduct or other law;

(2) The lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client; or

(3) The lawyer is discharged.

(b) Except as stated in Paragraph (c), a lawyer may withdraw from representing a client if withdrawal can be accomplished without material adverse effect on the interests of the client, or if:

(1) The client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;

(2) The client has used the lawyer's services to perpetrate a crime or fraud;

(3) A client insists upon pursuing an objective that the lawyer considers repugnant or imprudent;

(4) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;

(5) The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or

(6) Other good cause for withdrawal exists.

(c) When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.

(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee that has not been earned. The lawyer may retain papers relating to the client to the extent permitted by other law.

COUNSELOR

RULE 2.1 ADVISOR

In representing a client, a lawyer shall exercise independent professional judgment and render candid advice. In rendering advice, a lawyer may refer not only to law but to other considerations such as moral, economic, social and political factors, that may be relevant to the client's situation.

RULE 2.2 INTERMEDIARY

(a) A lawyer may act as intermediary between clients if:

(1) The lawyer consults with each client concerning the implications of the common representation, including the advantages and risks involved, and the effect on the attorney-client privileges, and obtains each client's consent to the common representation;

(2) The lawyer reasonably believes that the matter can be resolved on terms compatible with the clients' best interests, that each client will be able to make adequately informed decisions in the matter and that there is little risk of material prejudice to the interests of any of the clients if the contemplated resolution is unsuccessful; and

(3) The lawyer reasonably believes that the common representation can be undertaken impartially and without improper effect on other responsibilities the lawyer has to any of the clients.

(b) While acting as intermediary, the lawyer shall consult with each client concerning the decisions to be made and the considerations relevant in making them, so that each client can make adequately informed decisions.

(c) A lawyer shall withdraw as intermediary if any of the clients so requests, or if any of the conditions stated in Paragraph (a) is no longer satisfied. Upon withdrawal, the lawyer shall not continue to represent any of the clients in the matter that was the subject of the intermediation.

RULE 2.3 EVALUATION FOR USE BY THIRD PERSONS

(a) A lawyer may undertake an evaluation of a matter affecting a client for the use of someone other than the client if:

(1) The lawyer reasonably believes that making the evaluation is compatible with other aspects of the lawyer's relationship with the client; and

(2) The client consents after consultation.

(b) Except as disclosure is required in connection with a report of an evaluation, information relating to the evaluation is otherwise protected by Rule 1.6.

ADVOCATE

RULE 3.1 MERITORIOUS CLAIMS AND CONTENTIONS

A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis for doing so in good faith, which includes a good faith argument for an extension, modification or reversal of existing law. A lawyer for the defendant in a criminal proceeding, or the respondent in a proceeding that could result in incarceration, may nevertheless so defend the proceeding as to require that every element of the case be established.

RULE 3.2 EXPEDITING LITIGATION

A lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client.

RULE 3.3 CANDOR TOWARD THE TRIBUNAL

(a) A lawyer shall not knowingly:

(1) Make a false statement of material fact or law to a tribunal;

(2) Conceal or knowingly fail to disclose that which he is required by law to reveal; however, if a lawyer discovers that his client has perpetrated a fraud on a tribunal, he shall promptly call on his client to rectify same and, if the client shall refuse to do so or be unable to do so, the lawyer shall reveal the fraud to the affected person or tribunal;

(3) Fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(4) Offer evidence that the lawyer knows to be false. If a lawyer has offered material evidence and comes to know of its falsity, the lawyer shall take reasonable remedial measures.

(b) The duties stated in Paragraph (a)(1) and (3) continue to the end of the hearing or proceeding. The duties stated in Paragraph (a)(2) and (4) are unlimited in time and apply, even if compliance requires disclosure of information otherwise protected by Rule 1.6.

(c) A lawyer may refuse to offer evidence that the lawyer reasonably believes is false.

(d) In an ex parte proceeding, a lawyer shall inform the tribunal of all material facts known to the lawyer which will enable the tribunal to make an informed decision, whether or not the facts are adverse.

Amended Jan. 12, 1988.

RULE 3.4 FAIRNESS TO OPPOSING PARTY AND COUNSEL

A lawyer shall not:

(a) Unlawfully obstruct another party's access to evidence or unlawfully alter, destroy or conceal a document or other material having potential evidentiary value. A lawyer shall not counsel or assist another person to do any such act;

(b) Falsify evidence, counsel or assist a witness to testify falsely, or offer an inducement to a witness that is prohibited by law;

(c) Knowingly disobey an obligation under the rules of a tribunal except for an open refusal based on an assertion that no valid obligation exists;

(d) In pretrial procedure, make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party;

(e) In trial, allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence, assert personal knowledge of facts in issue except when testifying as a witness, or state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or

(f) Request a person other than a client to refrain from voluntarily giving relevant information to another party unless:

(1) The person is a relative or an employee or other agent of a client, and

(2) The lawyer reasonably believes that the person's interests will not be adversely affected by refraining from giving such information.

RULE 3.5 IMPARTIALITY AND DECORUM OF THE TRIBUNAL

A lawyer shall not:

(a) Seek to influence a judge, juror, prospective juror or other official by means prohibited by law;

(b) Communicate ex parte with such a person except as permitted by law; or

(c) Engage in conduct intended to disrupt a tribunal.

RULE 3.6 TRIAL PUBLICITY

(a) A lawyer shall not make an extrajudicial statement that a reasonable person would expect to be disseminated by means of public communication if the lawyer knows or reasonably should know that it will have a substantial likelihood of materially prejudicing an adjudicative proceeding.

(b) A statement referred to in Paragraph (a) ordinarily is likely to have such an effect when it refers to a civil matter triable to a jury, a criminal matter, or any other proceeding that could result in incarceration, and the statement shall include, but not be limited to:

(1) The character, credibility, reputation or criminal record of a party, suspect in a criminal investigation or witness, or the identity of a witness, or the expected testimony of a party or witness;

(2) In a criminal case or proceeding that could result in incarceration, the possibility of a plea of guilty to the offense or the existence or contents of any confession, admission, or statement given by a defendant or suspect or that person's refusal or failure to make a statement;

(3) The performance or results of any examination or test or the refusal or failure of a person to submit to an examination or test, or the identity or nature of physical evidence expected to be presented;

(4) Any opinion as to the guilt or innocence of a defendant or suspect in a criminal case or proceeding that could result in incarceration;

(5) Information the lawyer knows or reasonably should know is likely to be inadmissible as evidence in a trial and would if disclosed create a substantial risk of prejudicing an impartial trial; or

(6) The fact that a defendant has been charged with a crime, unless there is included therein a statement explaining that the charge is merely an accusation and that the defendant is presumed innocent until and unless proven guilty.

(c) Notwithstanding Paragraphs (a) and (b)(1–5), a lawyer involved in the investigation or litigation of a matter may state without elaboration:

(1) The general nature of the claim or defense;

(2) The information contained in a public record;

(3) That an investigation of the matter is in progress, including the general scope of the investigation, the offense or claim or defense involved and, except when prohibited by law, the identity of the persons involved;

(4) The scheduling or result of any step in litigation;

(5) A request for assistance in obtaining evidence and information necessary thereto;

(6) A warning of danger concerning the behavior of a person involved, when there is reason to believe that there exists the likelihood of substantial harm to an individual or to the public interest; and

(7) In a criminal case:

(i) The identity, residence, occupation and family status of the accused;

(ii) If the accused has not been apprehended, information necessary to aid in apprehension of that person;

(iii) The fact, time and place of arrest; and

(iv) The identity of investigating and arresting officers or agencies and the length of the investigation.

RULE 3.7 LAWYER AS WITNESS

(a) A lawyer shall not act as advocate at a trial in hich the lawyer is likely to be a necessary witness xcept where:

(1) The testimony relates to an uncontested issue;

(2) The testimony relates to the nature and value of gal services rendered in the case; or

(3) Disqualification of the lawyer would work subantial hardship on the client.

(b) A lawyer may act as advocate in a trial in which iother lawyer in the lawyer's firm is likely to be lled as a witness unless precluded from doing so by le 1.7 or Rule 1.9.

(c) If, after undertaking employment in contemated or pending litigation, a lawyer learns or it is vious that he or a lawyer in his firm may be called as a witness other than on behalf of his client, he may continue the representation until it is apparent that his testimony is or may be prejudicial to his client.

RULE 3.8 SPECIAL RESPONSIBILITIES OF A PROSECUTOR

The prosecutor in a criminal case shall:

(a) Refrain from prosecuting a charge that the prosecutor knows is not supported by probable cause;

(b) Make reasonable efforts to assure that the accused has been advised of the right to, and the procedure for obtaining, counsel and has been given reasonable opportunity to obtain counsel;

(c) Not seek to obtain from an unrepresented accused a waiver of important pretrial rights, such as the right to a preliminary hearing;

(d) Make timely disclosure to the defense of all evidence or information known to the prosecutor that tends to negate the guilt of the accused or mitigates the offense, and, in connection with sentencing, disclose to the defense and to the tribunal all unprivileged mitigating information known to the prosecutor, except when the prosecutor is relieved of this responsibility by a protective order of the tribunal;

(e) Exercise reasonable care to prevent investigators, law enforcement personnel, employees or other persons assisting or associated with the prosecutor in a criminal case from making an extrajudicial statement that the prosecutor would be prohibited from making under Rule 3.6; and

[*Publisher's Note: By Order dated December 16, 1993, the Louisiana Supreme Court suspended enforcement of Rule 3.8(f) as the Rule is applicable to federal prosecutors from December 16, 1993 through June 30, 1994.*]

(f) Not, except in habitual offender proceedings for the purpose of identification only, or in a post conviction proceeding on the issue of competency of counsel raised by his/her former client, subpoena a lawyer in a grand jury or other criminal proceeding to present evidence about a past or present client unless:

(1) the prosecutor reasonably believes:

(i) the information sought is not protected from disclosure by any applicable privilege;

(ii) the evidence sought is essential to the successful completion of an ongoing investigation or prosecution;

(iii) the purpose of the subpoena is not to harass the attorney or his or her client; and

(2) the prosecutor obtains prior judicial approval after an opportunity for an adversarial proceeding.

Amended effective April 4, 1991; enforcement of Rule 3.8(f) suspended as the Rule is applicable to federal prosecutors from Dec. 16, 1993 through June 30, 1994.

RULE 3.9 APPEARANCE IN NONADJUDICATIVE PROCEEDINGS

A lawyer appearing before a legislative or administrative tribunal in a non-adjudicative proceeding shall disclose that the appearance is in a representative capacity and shall conform to the provision of Rule 3.3(a) through (c), 3.4(a) through (c), and 3.5.

TRANSACTIONS WITH PERSONS OTHER THAN CLIENTS

RULE 4.1 TRUTHFULNESS IN STATEMENTS TO OTHERS

In the course of representing a client a lawyer shall not knowingly:

(a) Make a false statement of material fact or law to a third person; or

(b) Fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.

RULE 4.2 COMMUNICATION WITH PERSON REPRESENTED BY COUNSEL

In representing a client, a lawyer shall not communicate about the subject of the representation with a party the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized by law to do so. A lawyer shall not effect the prohibited communication through a third person, including the lawyer's client.

RULE 4.3 DEALING WITH UNREPRESENTED PERSON

A lawyer shall assume that an unrepresented person does not understand the lawyer's role in a matter and the lawyer shall carefully explain to the unrepresented person the lawyer's role in the matter.

During the course of a lawyer's representation of a client, the lawyer should not give advice to a nonrepresented person other than the advice to obtain counsel.

RULE 4.4 RESPECT FOR RIGHTS OF THIRD PERSONS

In representing a client, a lawyer shall not use means that have no substantial purpose other than to embarrass, delay, or burden a third person, or use methods of obtaining evidence that violate the legal rights of such a person.

LAW FIRMS AND ASSOCIATIONS

RULE 5.1 RESPONSIBILITIES OF A PARTNER OR SUPERVISORY LAWYER

(a) A partner in a law firm shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that all lawyers in the firm conform to the rules of professional conduct.

(b) A lawyer having direct supervisory authority over another lawyer shall make reasonable efforts to ensure that the other lawyer conforms to the rules of professional conduct.

(c) A lawyer shall be responsible for another lawyer's violation of the rules of professional conduct if:

(1) The lawyer orders or, with knowledge of the specific conduct, ratifies the conduct involved; or

(2) The lawyer is a partner in the law firm in which the other lawyer practices, or has direct supervisory authority over the other lawyer, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

RULE 5.2 RESPONSIBILITIES OF A SUBORDINATE LAWYER

(a) A lawyer is bound by the rules of professional conduct notwithstanding that the lawyer acted at the direction of another person.

(b) A subordinate lawyer does not violate the rules of professional conduct if that lawyer acts in accordance with a supervisory lawyer's reasonable resolution of an arguable question of professional duty.

RULE 5.3 RESPONSIBILITIES REGARDING NONLAWYER ASSISTANTS

With respect to a nonlawyer employed or retained by or associated with a lawyer:

(a) A partner in a law firm shall make reasonable efforts to ensure that the firm has in effect measures

giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer;

(b) A lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and

(c) A lawyer shall be responsible for conduct of such a person that would be a violation of the rules of professional conduct if engaged in by a lawyer if:

(1) The lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or

(2) The lawyer is a partner in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

RULE 5.4 PROFESSIONAL INDEPENDENCE OF A LAWYER

(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that:

(1) An agreement by a lawyer with the lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to one or more specified persons;

(2) A lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that proportion of the total compensation which fairly represents the services rendered by the deceased lawyer; and

(3) A lawyer or law firm may include nonlawyer employees in a compensation or retirement plan, even though the plan is based in whole or in part on a profit-sharing practice of law.

(b) A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.

(c) A lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the exercise of the lawyer's professional judgment in rendering such legal services.

(d) A lawyer shall not practice with or in the form of a professional corporation or association authorized to practice law for a profit, if:

(1) A nonlawyer owns any interest therein, except that a fiduciary representative of the estate of a lawyer may hold the stock or interest of the lawyer for a reasonable time during administration;

(2) A nonlawyer is a corporate director or officer thereof; or

(3) A nonlawyer has the right to direct or control the professional judgment of a lawyer.

RULE 5.5 UNAUTHORIZED PRACTICE OF LAW

A lawyer shall not:

(a) Practice law in a jurisdiction where doing so violates the regulation of the legal profession in that jurisdiction; or

(b) Assist a person who is not a member of the bar in the performance of activity that constitutes the unauthorized practice of law.

RULE 5.6 RESTRICTIONS ON RIGHT TO PRACTICE

A lawyer shall not participate in offering or making:

(a) A partnership or employment agreement that restricts the rights of a lawyer to practice after termination of the relationship, except an agreement concerning benefits upon retirement; or

(b) An agreement in which a restriction on the lawyer's right to practice is part of the settlement of a controversy between private parties.

PUBLIC SERVICE

RULE 6.1 PRO BONO PUBLICO SERVICE

A lawyer should render public interest legal service. A lawyer may discharge this responsibility by providing professional services at no fee or a reduced fee to persons of limited means or to public service or charitable groups or organizations, by service in activities for improving the law, the legal system or the legal profession, and by financial support for organizations that provide legal services to persons of limited means.

RULE 6.2 ACCEPTING APPOINTMENTS

A lawyer shall not seek to avoid appointment by a tribunal to represent a person except for good cause, such as:

(a) Representing the client is likely to result in violation of the Rules of Professional Conduct or other law;

(b) Representing the client is likely to result in an unreasonable financial burden on the lawyer; or

(c) The client or the cause is so repugnant to the lawyer as to be likely to impair the client-lawyer

relationship or the lawyer's ability to represent the client.

RULE 6.3 MEMBERSHIP IN LEGAL SERVICES ORGANIZATION

A lawyer may serve as a director, officer or member of a legal services organization, apart from the law firm in which the lawyer practices, notwithstanding that the organization serves persons having interests adverse to a client of the lawyer. The lawyer shall not knowingly participate in a decision or action of the organization:

(a) If participating in the decision would be incompatible with the lawyer's obligations to a client under Rule 1.7; or

(b) Where the decision could have a material adverse effect on the representation of a client of the organization whose interests are adverse to a client of the lawyer.

RULE 6.4 LAW REFORM ACTIVITIES AFFECTING CLIENT INTERESTS

A lawyer may serve as a director, officer or member of an organization involved in reform of the law or its administration notwithstanding that the reform may affect the interests of a client of the lawyer. When the lawyer knows that the interests of a client may be materially benefited by a decision in which the lawyer participates, the lawyer shall disclose that fact but need not identify the client.

INFORMATION ABOUT LEGAL SERVICES

RULE 7.1 COMMUNICATIONS CONCERNING A LAWYER'S SERVICES

(a) A lawyer shall not make or permit to be made a false, misleading or deceptive communication about the lawyer, the lawyer's services or the services of the lawyer's firm. For example, a communication violates this rule if it:

(i) Contains a material misrepresentation of fact or law or omits a fact necessary to make the communication, considered as a whole, not misleading; or

(ii) Contains a statement or implication that the outcome of any particular legal matter was not or will not be related to its facts or merits; or

(iii) Contains a statement or implication that the lawyer can influence unlawfully any court, tribunal or other public body or official; or

(iv) In the case of a bankruptcy matter, fails to state clearly that the matter will involve a bankruptcy proceeding; or

(v) Compares the lawyer's or the law firm's services with any other lawyer's services, unless the comparison can be factually substantiated; or

(vi) Contains an endorsement by a celebrity or public figure without disclosing that (A) the endorser is not a client of the lawyer or the firm, if such is the case, and (B) the endorser is being paid or otherwise compensated for his or her endorsement, if such is the case; or

(vii) Contains a visual portrayal of a client by a nonclient or a lawyer by a nonlawyer without disclosure that the depiction is a dramatization; or

(viii) Contains misleading fee information. Every communication that contains information about the lawyer's fee shall be subject to the following requirements:

(A) Communications that state or indicate that no fee will be charged in the absence of recovery shall disclose that the client will be liable for certain expenses in addition to the fee, if such is the case.

(B) A lawyer who advertises a specific fee, hourly rate or range of fees for a particular service shall honor the advertised fee for at least ninety (90) days from the date it was last advertised; provided that for advertisements in print media published annually, the advertised fee shall be honored for a period not less than one year following initial publication.

(b) In determining whether a communication violates this rule, the communication shall be considered in its entirety including any qualifying statements or disclaimers contained therein.

(c) A lawyer shall not accept a referral from any person, firm or entity whom the lawyer knows has engaged in any communication or solicitation relating to the referred matter that would violate these rules if the communication or solicitation were made by the lawyer.

Amended Oct. 1, 1993, effective Jan. 1, 1994.

RULE 7.2 DIRECT CONTACT WITH PROSPECTIVE CLIENTS

(a) A lawyer shall not solicit professional employment in person, by person to person verbal telephone contact or through others acting at his request or on his behalf from a prospective client with whom the lawyer has no family or prior professional relationship when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain.

(b) A lawyer shall not initiate targeted solicitation, in the form of a written or recorded communication, of a person or persons known to need legal services of a particular kind provided by the lawyer in a particular

matter for the purpose of obtaining professional employment unless such communication complies with the requirements set forth below and is not otherwise in violation of these rules:

(i) A copy or recording of each such communication and a record of when and where it was used shall be kept by the lawyer using such communication for three (3) years after its last dissemination.

(ii) Such communication shall state clearly the name of at least one member in good standing of the Association responsible for its content.

(iii) In the case of a written communication:

(A) such communication shall not resemble a legal pleading, notice, contract or other legal document and shall not be delivered via registered mail, certified mail or other restricted form of delivery; and

(B) the top of each page of such communication and the lower left corner of the face of the envelope in which the communication is enclosed shall be plainly marked "ADVERTISEMENT" in print size at least as large as the largest print used in the written communication, provided that if the written communication is in the form of a self-mailing brochure or pamphlet, the "ADVERTISEMENT" mark shall appear above the address panel of the brochure or pamphlet.

(iv) In the case of a recorded communication, such communication shall be identified specifically as an advertisement at the beginning of the recording, at the end of the recording and on any envelope in which it is transmitted in accordance with the requirements of subparagraph (iii)(B) above.

(v) If the communication is prompted by a specific occurrence involving or affecting the intended recipient of the communication or a family member of the intended recipient, such communication shall disclose how the lawyer obtained the information prompting the communication.

(c) Notwithstanding anything herein to the contrary, a lawyer shall not solicit professional employment from a prospective client through any means, even when not otherwise prohibited by these rules, if:

(i) the prospective client has made known to the lawyer a desire not to be solicited; or

(ii) the solicitation involves coercion, duress, harassment, fraud, overreaching, intimidation or undue influence.

(d) A lawyer shall not give anything of value to a person for recommending the lawyer's services; provided, however, that a lawyer may pay the reasonable and customary costs of an advertisement or communication not in violation of these rules.

Former Rule 7.3 renumbered as Rule 7.2 and amended Oct. 1, 1993, effective Jan. 1, 1994.

RULE 7.3 FIRM NAMES AND LETTERHEADS

(a) A lawyer shall not use a firm name, logo, letterhead, professional designation, trade name or trademark that violates the provisions of these rules. A lawyer or law firm shall not practice under a trade name that implies a connection with a government agency, public or charitable services organization or other professional association. A lawyer shall not use a trade or fictitious name unless the name is the law firm name that also appears on the lawyer's letterhead, business cards, office signs and fee contracts and appears with the lawyer's signature on pleadings and other legal documents.

(b) A law firm with offices in more than one jurisdiction may use the same name in each jurisdiction, but the identification of the lawyers in an office of the firm shall indicate the jurisdictional limitations on those not licensed to practice in any jurisdiction where an office is located.

(c) The name of a lawyer holding a public office or formerly associated with a firm shall not be used in the name of a law firm, on its letterhead, or in any communication on its behalf during any substantial period in which the lawyer is not actively and regularly practicing with the firm.

(d) Lawyers may state or imply that they practice in a partnership or other organization only when that is the fact.

(e) If otherwise lawful, a firm may use as, or continue to include in, its name, the name or names of one or more deceased or retired members of the firm, or of a predecessor firm in a continuing line of succession.

Former Rule 7.5 renumbered as Rule 7.3 and amended Oct. 1, 1993, effective Jan. 1, 1994.

RULE 7.4 COMMUNICATIONS OF FIELDS OF PRACTICE

A lawyer shall not state or imply that the lawyer is certified, or is a specialist or an expert, in a particular area of law, unless such certification, specialization or expertise has been recognized or approved in accordance with the rules and procedures established by the Louisiana Board of Legal Specialization.

Amended Jan. 12, 1988; Oct. 1, 1993, effective Jan. 1, 1994.

MAINTAINING INTEGRITY OF THE PROFESSION

RULE 8.1 BAR ADMISSION AND DISCIPLINARY MATTERS

An applicant for admission to the bar, or a lawyer in connection with a bar admission application or in connection with a disciplinary matter, shall not:

(a) Knowingly make a false statement of material fact; or

(b) Fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter, or knowingly fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this rule does not require disclosure of information otherwise protected by Rule 1.6.

(c) Fail to cooperate with the Committee on Professional Responsibility in its investigation of any matter before it except for an openly expressed claim of a constitutional privilege.

RULE 8.2 JUDICIAL AND LEGAL OFFICIALS

(a) A lawyer shall not make a statement that the lawyer knows to be false or with reckless disregard as to its truth or falsity concerning the qualifications or integrity of a judge, adjudicatory officer or public legal officer, or of a candidate for election or appointment to judicial or legal office.

(b) A lawyer who is a candidate for judicial office shall comply with the applicable provisions of the Code of Judicial Conduct.

RULE 8.3 REPORTING PROFESSIONAL MISCONDUCT

(a) A lawyer possessing unprivileged knowledge of a violation of this code shall report such knowledge to a tribunal or other authority empowered to investigate or act upon such violation.

(b) A lawyer possessing unprivileged knowledge or evidence concerning another lawyer or a judge shall reveal fully such knowledge or evidence upon proper request of a tribunal or other authority empowered to investigate or act upon the conduct of lawyers or judges.

(c) This rule does not require disclosure of information otherwise protected by Rule 1.6.

RULE 8.4 MISCONDUCT

It is professional misconduct for a lawyer to:

(a) Violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

(b) Commit a criminal act especially one that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;

(c) Engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

(d) Engage in conduct that is prejudicial to the administration of justice;

(e) State or imply an ability to influence improperly a judge, judicial officer, governmental agency or official;

(f) Knowingly assist a judge or judicial officer in conduct that is a violation of applicable Rules of Judicial Conduct or other law; or

(g) Except upon the expressed assertion of a constitutional privilege, to fail to cooperate with the Committee on Professional Responsibility in its investigation of alleged misconduct.

(h) Present, participate in presenting, or threaten to present criminal charges solely to obtain an advantage in a civil matter.

RULE 8.5 JURISDICTION

A lawyer admitted to practice in this jurisdiction is subject to the disciplinary authority of this jurisdiction although engaged in practice elsewhere.

ARTICLE XVII. AMENDMENTS

SECTION 1. AMENDMENTS

These Articles of Incorporation, except Articles XIV, XV, and XVI, may be amended by a majority vote, by a secret mail ballot, of the members of this Association who actually vote. Such Amendments may be proposed by a majority vote of the House of Delegates or by a majority vote of the members of the Association at the Annual Meeting or on a written petition signed by one hundred (100) members and filed with the Secretary-Treasurer. The details for the balloting, including the time for voting and the contents of the ballot, shall be provided by the Board of Governors.

Articles XIV, XV, and XVI can be amended only by a majority vote of the House of Delegates, approved by the Supreme Court of Louisiana.

Amended effective Jan. 26, 1977.

ARTICLE XVIII. PERSONAL LIABILITY OF MEMBERS OF THE BOARD OF GOVERNORS OR OFFICERS

No member of the Board of Governors or officer of this Association shall be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a member of the Board of Governors or as an officer, except to the limited extent provided by Louisiana corporation statutes.

Nothing contained herein shall be deemed to abrogate or diminish any exemption from liability or limitation of liability of the members of the Board of Governors or officers of this Association which is provided by law.

Adopted effective Jan. 10, 1991.

*

b. Such annual fee shall include annual dues as determined in accordance with Article V of the Articles of Incorporation of the Louisiana State Bar Association and the disciplinary assessment fee as determined in accordance with Supreme Court Rule XIX.

7. Affiliation with the Louisiana State Bar Association; Business Associations.

a. Subject to the limitations set forth in subsection 4, every person licensed to practice as a legal consultant shall be entitled and subject to:

(i) the rights and obligations set forth in the Rules of Professional Conduct or arising from the other conditions and requirements that apply to a regular member of the bar of this state under the Rules of the Supreme Court of Louisiana; and,

(ii) the rights and obligations of a regular member of the bar of this state with respect to:

(aa) affiliation in the same law firm with one or more members of the bar of this state, including by:

1. employing one or more members of the bar of this state;

2. being employed by one or more members of the bar of this state or by any partnership or professional law corporation which includes members of the bar of this state or which maintains an office in this state; and

3. being a partner in any partnership, shareholder in any professional law corporation, or member of a limited liability company which includes members of the bar of this state or which maintains an office in this state; and

(bb) attorney-client privilege, work-product privilege and similar professional privileges.

b. Notwithstanding paragraph a(i) of this subsection, a person licensed as a legal consultant is not required to comply with the minimum requirements of continuing legal education as mandated by Rule 1.1(b) of Article XVI of these Articles of Incorporation.

8. Revocation of License.

In the event the Supreme Court determines that a person licensed as a legal consultant no longer meets the requirements for licensure, it shall revoke the license granted to such person.

Adopted May 9, 1996, effective July 1, 1996.

Historical Notes

A prior § 11 of Article 14 of the Articles of Incorporation of the Louisiana State Bar Association was deleted.

Section 11 Appendix. Licensing of Legal Consultants in Foreign Law

An applicant who wishes to become licensed as a consultant in foreign law, and who wishes to remain so licensed, shall be required to submit proof of malpractice insurance with a minimum coverage of $500,000 per claim, or other guarantee of financial responsibility in like amount and in a form acceptable to the Clerk of this Court.

Adopted May 9, 1996, effective July 1, 1996.

ARTICLE XV. DISCIPLINE AND DISBARMENT OF MEMBERS [REPEALED]

§§ 1 to 16. Vacated and repealed effective April 1, 1990

Publisher's Note: See now Supreme Court Rule XIX.

ARTICLE XVI. RULES OF PROFESSIONAL CONDUCT

Reenacted January 20, 2004, effective March 1, 2004

Including Amendments Received Through May 15, 2009

Rule 1.0. Terminology

(a) "Belief" or "believes" denotes that the person involved actually supposed the fact in question to be true. A person's belief may be inferred from circumstances.

(b) "Confirmed in writing," when used in reference to the informed consent of a person, denotes informed consent that is given in writing by the person or a writing that a lawyer promptly transmits to the person confirming an oral informed consent. See paragraph (e) for the definition of "informed consent." If it is not feasible to obtain or transmit the writing at the time the person gives informed consent, then the lawyer must obtain or transmit it within a reasonable time thereafter.

(c) "Firm" or "law firm" denotes a lawyer or lawyers in a law partnership, professional corporation, sole proprietorship or other association authorized to practice law; or lawyers employed in a legal services organization or the legal department of a corporation or other organization.

(d) "Fraud" or "fraudulent" denotes conduct that is fraudulent under the substantive or procedural law of the applicable jurisdiction and has a purpose to deceive.

(e) "Informed consent" denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably

available alternatives to the proposed course of conduct.

(f) "Knowingly," "known," or "knows" denotes actual knowledge of the fact in question. A person's knowledge may be inferred from circumstances.

(g) "Partner" denotes a member of a partnership, a shareholder in a law firm organized as a professional corporation, or a member of an association authorized to practice law.

(h) "Reasonable" or "reasonably" when used in relation to conduct by a lawyer denotes the conduct of a reasonably prudent and competent lawyer.

(i) "Reasonable belief" or "reasonably believes" when used in reference to a lawyer denotes that the lawyer believes the matter in question and that the circumstances are such that the belief is reasonable.

(j) "Reasonably should know" when used in reference to a lawyer denotes that a lawyer of reasonable prudence and competence would ascertain the matter in question.

(k) "Screened" denotes the isolation of a lawyer from any participation in a matter through the timely imposition of procedures within a firm that are reasonably adequate under the circumstances to protect information that the isolated lawyer is obligated to protect under these Rules or other law.

(l) "Substantial" when used in reference to degree or extent denotes a material matter of clear and weighty importance.

(m) "Tribunal" denotes a court, an arbitrator in a binding arbitration proceeding or a legislative body, administrative agency or other body acting in an adjudicative capacity. A legislative body, administrative agency or other body acts in an adjudicative capacity when a neutral official, after the presentation of evidence or legal argument by a party or parties, will render a binding legal judgment directly affecting a party's interests in a particular matter.

(n) "Writing" or "written" denotes a tangible or electronic record of a communication or representation, including handwriting, typewriting, printing, photostating, photography, audio or videorecording and e-mail. A "signed" writing includes an electronic sound, symbol or process attached to or logically associated with a writing and executed or adopted by a person with the intent to sign the writing.

Reenacted Jan. 20, 2004, effective March 1, 2004.

CLIENT-LAWYER RELATIONSHIP

Rule 1.1. Competence

(a) A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

(b) A lawyer is required to comply with the minimum requirements of continuing legal education as prescribed by Louisiana Supreme Court rule.

(c) A lawyer is required to comply with all of the requirements of the Supreme Court's rules regarding annual registration, including payment of Bar dues, payment of the disciplinary assessment, timely notification of changes of address, and proper disclosure of trust account information or any changes therein.

Reenacted Jan. 20, 2004, effective March 1, 2004. Amended March 29, 2006, effective April 15, 2006.

Rule 1.2. Scope of Representation and Allocation of Authority Between Client and Lawyer

(a) Subject to the provisions of Rule 1.16 and to paragraphs (c) and (d) of this Rule, a lawyer shall abide by a client's decisions concerning the objectives of representation, and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

(b) A lawyer's representation of a client, including representation by appointment, does not constitute an endorsement of the client's political, religious, economic, social or moral views or activities.

(c) A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.

(d) A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent, but a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning or application of the law.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 1.3. Diligence

A lawyer shall act with reasonable diligence and promptness in representing a client.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 1.4. Communication

(a) A lawyer shall:

(1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules;

(2) reasonably consult with the client about the means by which the client's objectives are to be accomplished;

(3) keep the client reasonably informed about the status of the matter;

(4) promptly comply with reasonable requests for information; and

(5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

(b) The lawyer shall give the client sufficient information to participate intelligently in decisions concerning the objectives of the representation and the means by which they are to be pursued.

(c) A lawyer who provides any form of financial assistance to a client during the course of a representation shall, prior to providing such financial assistance, inform the client in writing of the terms and conditions under which such financial assistance is made, including but not limited to, repayment obligations, the imposition and rate of interest or other charges, and the scope and limitations imposed upon lawyers providing financial assistance as set forth in Rule 1.8(e).

Reenacted Jan. 20, 2004, effective March 1, 2004. Amended Jan. 4, 2006, effective April 1, 2006.

Historical Notes

Part IV of the Supreme Court order of January 4, 2006, enacting par. (c) of this Rule, provides:

"PART IV. These rule changes shall become effective on April 1, 2006, and shall apply prospectively only."

Rule 1.5. Fees

(a) A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following:

(1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

(2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;

(3) the fee customarily charged in the locality for similar legal services;

(4) the amount involved and the results obtained;

(5) the time limitations imposed by the client or by the circumstances;

(6) the nature and length of the professional relationship with the client;

(7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and

(8) whether the fee is fixed or contingent.

(b) The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate. Any changes in the basis or rate of the fee or expenses shall also be communicated to the client.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by Paragraph (d) or other law. A contingent fee agreement shall be in a writing signed by the client. A copy or duplicate original of the executed agreement shall be given to the client at the time of execution of the agreement. The contingency fee agreement shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal; the litigation and other expenses that are to be deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement must clearly notify the client of any expenses for which the client will be liable whether or not the client is the prevailing party. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

(d) A lawyer shall not enter into an arrangement for, charge, or collect:

(1) any fee in a domestic relations matter, the payment or amount of which is contingent upon the securing of a divorce or upon the amount of alimony or support, or property settlement in lieu thereof; or

(2) a contingent fee for representing a defendant in a criminal case.

(e) A division of fee between lawyers who are not in the same firm may be made only if:

(1) the client agrees in writing to the representation by all of the lawyers involved, and is advised in writing as to the share of the fee that each lawyer will receive;

(2) the total fee is reasonable; and

(3) each lawyer renders meaningful legal services for the client in the matter.

(f) Payment of fees in advance of services shall be subject to the following rules:

(1) When the client pays the lawyer a fee to retain the lawyer's general availability to the client and the fee is not related to a particular representation, the funds become the property of the lawyer when paid and may be placed in the lawyer's operating account.

(2) When the client pays the lawyer all or part of a fixed fee or of a minimum fee for particular

representation with services to be rendered in the future, the funds become the property of the lawyer when paid, subject to the provisions of Rule 1.5(f)(5). Such funds need not be placed in the lawyer's trust account, but may be placed in the lawyer's operating account.

(3) When the client pays the lawyer an advance deposit against fees which are to accrue in the future on an hourly or other agreed basis, the funds remain the property of the client and must be placed in the lawyer's trust account. The lawyer may transfer these funds as fees are earned from the trust account to the operating account, without further authorization from the client for each transfer, but must render a periodic accounting for these funds as is reasonable under the circumstances.

(4) When the client pays the lawyer an advance deposit to be used for costs and expenses, the funds remain the property of the client and must be placed in the lawyer's trust account. The lawyer may expend these funds as costs and expenses accrue, without further authorization from the client for each expenditure, but must render a periodic accounting for these funds as is reasonable under the circumstances.

(5) When the client pays the lawyer a fixed fee, a minimum fee or a fee drawn from an advanced deposit, and a fee dispute arises between the lawyer and the client, either during the course of the representation or at the termination of the representation, the lawyer shall immediately refund to the client the unearned portion of such fee, if any. If the lawyer and the client disagree on the unearned portion of such fee, the lawyer shall immediately refund to the client the amount, if any, that they agree has not been earned, and the lawyer shall deposit into a trust account an amount representing the portion reasonably in dispute. The lawyer shall hold such disputed funds in trust until the dispute is resolved, but the lawyer shall not do so to coerce the client into accepting the lawyer's contentions. As to any fee dispute, the lawyer should suggest a means for prompt resolution such as mediation or arbitration, including arbitration with the Louisiana State Bar Association Fee Dispute Program.

Reenacted Jan. 20, 2004, effective March 1, 2004. Amended Jan. 4, 2006, effective April 1, 2006.

Historical Notes

Part IV of the Supreme Court order of January 4, 2006, amending par. (c) of this Rule, provides:

"PART IV. These rule changes shall become effective on April 1, 2006, and shall apply prospectively only."

Rule 1.6. Confidentiality of Information

(a) A lawyer shall not reveal information relating to the representation of a client unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation or the disclosure is permitted by paragraph (b).

(b) A lawyer may reveal information relating to the representation of a client to the extent the lawyer reasonably believes necessary:

(1) to prevent reasonably certain death or substantial bodily harm;

(2) to prevent the client from committing a crime or fraud that is reasonably certain to result in substantial injury to the financial interests or property of another and in furtherance of which the client has used or is using the lawyer's services;

(3) to prevent, mitigate or rectify substantial injury to the financial interests or property of another that is reasonably certain to result or has resulted from the client's commission of a crime or fraud in furtherance of which the client has used the lawyer's services.

(4) to secure legal advice about the lawyer's compliance with these Rules;

(5) to establish a claim or defense on behalf of the lawyer in a controversy between the lawyer and the client, to establish a defense to a criminal charge or civil claim against the lawyer based upon conduct in which the client was involved, or to respond to allegations in any proceeding concerning the lawyer's representation of the client; or

(6) to comply with other law or a court order.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 1.7. Conflict of Interest: Current Clients

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) the representation of one client will be directly adverse to another client; or

(2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law;

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and

(4) each affected client gives informed consent, confirmed in writing.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 1.8. Conflict of Interest: Current Clients: Specific Rules

(a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:

(1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;

(2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and

(3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.

(b) A lawyer shall not use information relating to representation of a client to the disadvantage of the client unless the client gives informed consent, except as permitted or required by these Rules.

(c) A lawyer shall not solicit any substantial gift from a client, including a testamentary gift, or prepare on behalf of a client an instrument giving the lawyer or a person related to the lawyer any substantial gift unless the lawyer or other recipient of the gift, is related to the client. For purposes of this paragraph, related persons include a spouse, child, grandchild, parent, or grandparent.

(d) Prior to the conclusion of representation of a client, a lawyer shall not make or negotiate an agreement giving the lawyer literary or media rights to a portrayal or account based in substantial part on information relating to the representation.

(e) A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except as follows.

(1) A lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter, provided that the expenses were reasonably incurred. Court costs and expenses of litigation include, but are not necessarily limited to, filing fees; deposition costs; expert witness fees; transcript costs; witness fees; copy costs; photographic, electronic, or digital evidence production; investigation fees; related travel expenses; litigation related medical expenses; and any other case specific expenses directly related to the representation undertaken, including those set out in Rule 1.8(e)(3).

(2) A lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.

(3) Overhead costs of a lawyer's practice which are those not incurred by the lawyer solely for the purposes of a particular representation, shall not be passed on to a client. Overhead costs include, but are not necessarily limited to, office rent, utility costs, charges for local telephone service, office supplies, fixed asset expenses, and ordinary secretarial and staff services.

With the informed consent of the client, the lawyer may charge as recoverable costs such items as computer legal research charges, long distance telephone expenses, postage charges, copying charges, mileage and outside courier service charges, incurred solely for the purposes of the representation undertaken for that client, provided they are charged at the lawyer's actual, invoiced costs for these expenses.

With client consent and where the lawyer's fee is based upon an hourly rate, a reasonable charge for paralegal services may be chargeable to the client. In all other instances, paralegal services shall be considered an overhead cost of the lawyer.

(4) In addition to costs of court and expenses of litigation, a lawyer may provide financial assistance to a client who is in necessitous circumstances, subject however to the following restrictions.

(i) Upon reasonable inquiry, the lawyer must determine that the client's necessitous circumstances, without minimal financial assistance, would adversely affect the client's ability to initiate and/or maintain the cause for which the lawyer's services were engaged.

(ii) The advance or loan guarantee, or the offer thereof, shall not be used as an inducement by the lawyer, or anyone acting on the lawyer's behalf, to secure employment.

(iii) Neither the lawyer nor anyone acting on the lawyer's behalf may offer to make advances or loan guarantees prior to being hired by a client, and the lawyer shall not publicize nor advertise a willingness to make advances or loan guarantees to clients.

(iv) Financial assistance under this rule may provide but shall not exceed that minimum sum necessary to meet the client's, the client's spouse's, and/or dependents' documented obligations for food, shelter, utilities, insurance, non-litigation related medical care and treatment, transportation expenses, education, or other documented expenses necessary for subsistence.

(5) Any financial assistance provided by a lawyer to a client, whether for court costs, expenses of litigation, or for necessitous circumstances, shall be subject to the following additional restrictions.

(i) Any financial assistance provided directly from the funds of the lawyer to a client shall not bear interest, fees or charges of any nature.

(ii) Financial assistance provided by a lawyer to a client may be made using a lawyer's line of credit or loans obtained from financial institutions in which the lawyer has no ownership, control and/or security interest; provided, however, that this prohibition shall not apply to any federally insured bank, savings and loan association, savings bank, or credit union where the lawyer's ownership, control and/or security interest is less than 15%. Where the lawyer uses such loans to provide financial assistance to a client, the lawyer should make reasonable, good faith efforts to procure a favorable interest rate for the client.

(iii) Where the lawyer uses a line of credit or loans obtained from financial institutions to provide financial assistance to a client, the lawyer shall not pass on to the client interest charges, including any fees or other charges attendant to such loans, in an amount exceeding the actual charge by the third party lender, or ten percentage points above the bank prime loan rate of interest as reported by the Federal Reserve Board on January 15th of each year in which the loan is outstanding, whichever is less.

(iv) A lawyer providing a guarantee or security on a loan made in favor of a client may do so only to the extent that the interest charges, including any fees or other charges attendant to such a loan, do not exceed ten percentage points (10%) above the bank prime loan rate of interest as reported by the Federal Reserve Board on January 15th of each year in which the loan is outstanding. Interest together with other charges attendant to such loans which exceeds this maximum may not be the subject of the lawyer's guarantee or security.

(v) The lawyer shall procure the client's written consent to the terms and conditions under which such financial assistance is made. Nothing in this rule shall require client consent in those matters in which a court has certified a class under applicable state or federal law; provided, however, that the court must have accepted and exercised responsibility for making the determination that interest and fees are owed, and that the amount of interest and fees chargeable to the client is fair and reasonable considering the facts and circumstances presented.

(vi) In every instance where the client has been provided financial assistance by the lawyer, the full text of this rule shall be provided to the client at the time of execution of any settlement documents, approval of any disbursement sheet as provided for in Rule 1.5, or upon submission of a bill for the lawyer's services.

(vii) For purposes of Rule 1.8(e), the term "financial institution" shall include a federally insured financial institution and any of its affiliates, bank, savings and loan, credit union, savings bank, loan or finance company, thrift, and any other business or person that, for a commercial purpose, loans or advances money to attorneys and/or the clients of attorneys for court costs, litigation expenses, or for necessitous circumstances.

(f) A lawyer shall not accept compensation for representing a client from one other than the client unless:

(1) the client gives informed consent, or the compensation is provided by contract with a third person such as an insurance contract or a prepaid legal service plan;

(2) there is no interference with the lawyer's independence or professional judgment or with the client-lawyer relationship; and

(3) information relating to representation of a client is protected as required by Rule 1.6.

(g) A lawyer who represents two or more clients shall not participate in making an aggregate settlement of the claims of or against the clients, or in a criminal case an aggregated agreement as to guilty or nolo contendere pleas, unless each client gives informed consent, in a writing signed by the client, or a court approves a settlement in a certified class action. The lawyer's disclosure shall include the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement.

(h) A lawyer shall not:

(1) make an agreement prospectively limiting the lawyer's liability to a client for malpractice unless the client is independently represented in making the agreement; or

(2) settle a claim or potential claim for such liability with an unrepresented client or former client unless that person is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel in connection therewith.

(i) A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client, except that the lawyer may:

(1) acquire a lien authorized by law to secure the lawyer's fee or expenses; and

(2) contract with a client for a reasonable contingent fee in a civil case.

(j) [Reserved].

(k) A lawyer shall not solicit or obtain a power of attorney or mandate from a client which would authorize the attorney, without first obtaining the client's informed consent to settle, to enter into a binding settlement agreement on the client's behalf or to execute on behalf of the client any settlement or release documents. An attorney may obtain a client's authorization to endorse and negotiate an instrument

given in settlement of the client's claim, but only after the client has approved the settlement.

(*l*) While lawyers are associated in a firm, a prohibition in the foregoing paragraphs (a) through (k) that applies to any one of them shall apply to all of them.

Reenacted Jan. 20, 2004, effective March 1, 2004. Amended Jan. 4, 2006, effective April 1, 2006; amended and effective May 19, 2006.

Historical Notes

Part IV of the Supreme Court order of January 4, 2006, repealing and reenacting par. (e) of this Rule, provides:

"PART IV. These rule changes shall become effective on April 1, 2006, and shall apply prospectively only."

Rule 1.9. Duties to Former Clients

(a) A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing.

(b) A lawyer shall not knowingly represent a person in the same or a substantially related matter in which a firm with which the lawyer formerly was associated had previously represented a client

(1) whose interests are materially adverse to that person; and

(2) about whom the lawyer had acquired information protected by Rules 1.6 and 1.9(c) that is material to the matter; unless the former client gives informed consent, confirmed in writing.

(c) A lawyer who has formerly represented a client in a matter or whose present or former firm has formerly represented a client in a matter shall not thereafter:

(1) use information relating to the representation to the disadvantage of the former client except as these Rules would permit or require with respect to a client, or when the information has become generally known; or

(2) reveal information relating to the representation except as these Rules would permit or require with respect to a client.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 1.10. Imputation of Conflicts of Interest: General Rule

(a) While lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by Rules 1.7 or 1.9, unless the prohibition is based on a personal interest of the prohibited lawyer and does not present a significant risk of materially limiting the representation of the client by the remaining lawyers in the firm.

(b) When a lawyer has terminated an association with a firm, the firm is not prohibited from thereafter representing a person with interests materially adverse to those of a client represented by the formerly associated lawyer and not currently represented by the firm, unless:

(1) the matter is the same or substantially related to that in which the formerly associated lawyer represented the client; and

(2) any lawyer remaining in the firm has information protected by Rules 1. 6 and 1.9(c) that is material to the matter.

(c) A disqualification prescribed by this rule may be waived by the affected client under the conditions stated in Rule 1.7.

(d) The disqualification of lawyers associated in a firm with former or current government lawyers is governed by Rule 1.11.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 1.11. Special Conflicts of Interest for Former and Current Government Officers and Employees

(a) Except as law may otherwise expressly permit, a lawyer who has formerly served as a public officer or employee of the government:

(1) is subject to Rule 1.9(c); and

(2) shall not otherwise represent a client in connection with a matter in which the lawyer participated personally and substantially as a public officer or employee, unless the appropriate government agency gives its informed consent, confirmed in writing, to the representation.

(b) When a lawyer is disqualified from representation under paragraph (a), no lawyer in a firm with which that lawyer is associated may knowingly undertake or continue representation in such a matter unless:

(1) the disqualified lawyer is timely screened from any participation in the matter and is apportioned no part of the fee therefrom; and

(2) written notice is promptly given to the appropriate government agency to enable it to ascertain compliance with the provisions of this rule.

(c) Except as law may otherwise expressly permit, a lawyer having information that the lawyer knows is confidential government information about a person acquired when the lawyer was a public officer or employee, may not represent a private client whose interests are adverse to that person in a matter in which the information could be used to the material disadvantage of that person. As used in this Rule, the term "confidential government information" means information that has been obtained under governmental authority and which, at the time this Rule is applied, the government is prohibited by law from disclosing to the public or has a legal privilege not to disclose and which is not otherwise available to the public. A firm with which that lawyer is associated may undertake or

tinue representation in the matter only if the disqualified lawyer is timely screened from any participation in the matter and is apportioned no part of the fee therefrom.

d) Except as law may otherwise expressly permit, a lawyer currently serving as a public officer or employee:

(1) is subject to Rules 1.7 and 1.9; and

(2) shall not:

(i) participate in a matter in which the lawyer participated personally and substantially while in private practice or nongovernmental employment, unless the appropriate government agency gives its informed consent, confirmed in writing; or

(ii) negotiate for private employment with any person who is involved as a party or as lawyer for a party in a matter in which the lawyer is participating personally and substantially, except that a lawyer serving as a law clerk to a judge, other adjudicative officer or arbitrator may negotiate for private employment as permitted by Rule 1.12(b) and subject to the conditions stated in Rule 1.12(b).

(e) As used in this Rule, the term "matter" includes:

(1) any judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, investigation, charge, accusation, arrest or other particular matter involving a specific party or parties; and

(2) any other matter covered by the conflict of interest rules of the appropriate government agency.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 1.12. Former Judge, Arbitrator, Mediator or Other Third-Party Neutral

(a) Except as stated in paragraph (d), a lawyer shall not represent anyone in connection with a matter in which the lawyer participated personally and substantially as a judge or other adjudicative officer or law clerk to such a person or as an arbitrator, mediator or other third-party neutral, unless all parties to the proceeding give informed consent, confirmed in writing.

(b) A lawyer shall not negotiate for employment with any person who is involved as a party or as lawyer for a party in a matter in which the lawyer is participating personally and substantially as a judge or other adjudicative officer or as an arbitrator, mediator or other third-party neutral. A lawyer serving as a law clerk to a judge or other adjudicative officer may negotiate for employment with a party or lawyer involved in a matter in which the clerk is participating personally and substantially, but only after the lawyer has notified the judge, or other adjudicative officer.

(c) If a lawyer is disqualified by paragraph (a), no lawyer in a firm with which that lawyer is associated may knowingly undertake or continue representation in the matter unless:

(1) the disqualified lawyer is timely screened from any participation in the matter and is apportioned no part of the fee therefrom; and

(2) written notice is promptly given to the parties and any appropriate tribunal to enable them to ascertain compliance with the provisions of this rule.

(d) An arbitrator selected as a partisan of a party in a multi-member arbitration panel is not prohibited from subsequently representing that party.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 1.13. Organization as Client

(a) A lawyer employed or retained by an organization represents the organization acting through its duly authorized constituents.

(b) If a lawyer for an organization knows that an officer, employee or other person associated with the organization is engaged in action, intends to act or refuses to act in a matter related to the representation that is a violation of a legal obligation to the organization, or a violation of law that reasonably might be imputed to the organization, and that is likely to result in substantial injury to the organization, then the lawyer shall proceed as is reasonably necessary in the best interest of the organization. Unless the lawyer reasonably believes that it is not necessary in the best interest of the organization to do so, the lawyer shall refer the matter to higher authority in the organization, including, if warranted by the circumstances to the highest authority that can act on behalf of the organization as determined by applicable law.

(c) Except as provided in paragraph (d), if

(1) despite the lawyer's efforts in accordance with paragraph (b) the highest authority that can act on behalf of the organization insists upon or fails to address in a timely and appropriate manner an action, or a refusal to act, that is clearly a violation of law, and

(2) the lawyer reasonably believes that the violation is reasonably certain to result in substantial injury to the organization,

then the lawyer may reveal information relating to the representation whether or not Rule 1.6 permits such disclosure, but only if and to the extent the lawyer reasonably believes necessary to prevent substantial injury to the organization.

(d) Paragraph (c) shall not apply with respect to information relating to a lawyer's representation of an organization to investigate an alleged violation of law, or to defend the organization or an officer, employee or other constituent associated with the organization against a claim arising out of an alleged violation of law.

(e) A lawyer who reasonably believes that he or she has been discharged because of the lawyer's actions taken pursuant to paragraphs (b) or (c), or who withdraws under circumstances that require or permit the lawyer to take action under either of those paragraphs, shall proceed as the lawyer reasonably believes necessary to assure that the organization's highest authority is informed of the lawyer's discharge or withdrawal.

(f) In dealing with an organization's directors, officers, employees, members, shareholders or other constituents, a lawyer shall explain the identity of the client when the lawyer knows or reasonably should know that the organization's interests are adverse to those of the constituents with whom the lawyer is dealing.

(g) A lawyer representing an organization may also represent any of its directors, officers, employees, members, shareholders or other constituents, subject to the provisions of Rule 1.7. If the organization's consent to the dual representation is required by Rule 1.7, the consent shall be given by an appropriate official of the organization other than the individual who is to be represented, or by the shareholders.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 1.14. Client with Diminished Capacity

(a) When a client's capacity to make adequately considered decisions in connection with a representation is diminished, whether because of minority, mental impairment or for some other reason, the lawyer shall, as far as reasonably possible, maintain a normal client-lawyer relationship with the client.

(b) When the lawyer reasonably believes that the client has diminished capacity, is at risk of substantial physical, financial or other harm unless action is taken and cannot adequately act in the client's own interest, the lawyer may take reasonably necessary protective action, including consulting with individuals or entities that have the ability to take action to protect the client and, in appropriate cases, seeking the appointment of a fiduciary, including a guardian, curator or tutor, to protect the client's interests.

(c) Information relating to the representation of a client with diminished capacity is protected by Rule 1.6. When taking protective action pursuant to paragraph (b), the lawyer is impliedly authorized under Rule 1.6(a) to reveal information about the client, but only to the extent reasonably necessary to protect the client's interests.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 1.15. Safekeeping Property

(a) A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Except as provided in (g) and the IOLTA Rules below, funds shall be kept in one or more separate interest-bearing client trust accounts maintained in a bank or savings and loan association: 1) authorized by federal or state law to do business in Louisiana, the deposits of which are insured by an agency of the federal government; 2) in the state where the lawyer's primary office is situated, if not within Louisiana; or 3) elsewhere with the consent of the client or third person. No earnings on a client trust account may be made available to or utilized by a lawyer or law firm. Other property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of five years after termination of the representation.

(b) A lawyer may deposit the lawyer's own funds in a client trust account for the sole purpose of paying bank service charges on that account or obtaining a waiver of those charges, but only in an amount necessary for that purpose.

(c) A lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred. The lawyer shall deposit legal fees and expenses into the client trust account consistent with Rule 1.5(f).

(d) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. For purposes of this rule, the third person's interest shall be one of which the lawyer has actual knowledge, and shall be limited to a statutory lien or privilege, a final judgment addressing disposition of those funds or property, or a written agreement by the client or the lawyer on behalf of the client guaranteeing payment out of those funds or property. Except as stated in this rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property.

(e) When in the course of representation a lawyer is in possession of property in which two or more persons (one of whom may be the lawyer) claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the property as to which the interests are not in dispute.

(f) Every check, draft, electronic transfer, or other withdrawal instrument or authorization from a client trust account shall be personally signed by a lawyer or, in the case of electronic, telephone, or wire transfer, from a client trust account, directed by a lawyer or, in the case of a law firm, one or more lawyers authorized by the law firm.

(g) A lawyer shall create and maintain an "IOLTA ccount," which is a pooled interest-bearing client ust account for funds of clients or third persons hich are nominal in amount or to be held for such a hort period of time that the funds would not be xpected to earn income for the client or third person ı excess of the costs incurred to secure such income.

(1) IOLTA Accounts shall be of a type approved and authorized by the Louisiana Bar Foundation and maintained only in "eligible" financial institutions, as approved and certified by the Louisiana Bar Foundation. The Louisiana Bar Foundation shall establish regulations, subject to approval by the Supreme Court of Louisiana, governing the determination that a financial institution is eligible to hold IOLTA Accounts and shall at least annually publish a list of LBF-approved/certified eligible financial institutions. Participation in the IOLTA program is voluntary for financial institutions.

IOLTA Accounts shall be established at a bank or savings and loan association authorized by federal or state law to do business in Louisiana, the deposits of which are insured by an agency of the federal government or at an open-end investment company registered with the Securities and Exchange Commission authorized by federal or state law to do business in Louisiana which shall be invested solely in or fully collateralized by U.S. Government Securities with total assets of at least $250,000,000 and in order for a financial institution to be approved and certified by the Louisiana Bar Foundation as eligible, shall comply with the following provisions:

(A) No earnings from such an account shall be made available to a lawyer or law firm.

(B) Such account shall include all funds of clients or third persons which are nominal in amount or to be held for such a short period of time the funds would not be expected to earn income for the client or third person in excess of the costs incurred to secure such income.

(C) Funds in each interest-bearing client trust account shall be subject to withdrawal upon request and without delay, except as permitted by law.

(2) To be approved and certified by the Louisiana Bar Foundation as eligible, financial institutions shall maintain IOLTA Accounts which pay an interest rate comparable to the highest interest rate or dividend generally available from the institution to its non-IOLTA customers when IOLTA Accounts meet or exceed the same minimum balance or other eligibility qualifications, if any. In determining the highest interest rate or dividend generally available from the institution to its non-IOLTA accounts, eligible institutions may consider factors, in addition to the IOLTA Account balance, customarily considered by the institution when setting interest rates or dividends for its customers, provided that such factors do not discriminate between IOLTA Accounts and accounts of non-IOLTA customers, and that these factors do not include that the account is an IOLTA Account. The eligible institution shall calculate interest and dividends in accordance with its standard practice for non-IOLTA customers, but the eligible institution may elect to pay a higher interest or dividend rate on IOLTA Accounts.

(3) To be approved and certified by the Louisiana Bar Foundation as eligible, a financial institution may achieve rate comparability required in (g)(2) by:

(A) Establishing the IOLTA Account as:

(1) an interest-bearing checking account; (2) a money market deposit account with or tied to checking; (3) a sweep account which is a money market fund or daily (overnight) financial institution repurchase agreement invested solely in or fully collateralized by U.S. Government Securities; or (4) an open-end money market fund solely invested in or fully collateralized by U.S. Government Securities. A daily financial institution repurchase agreement may be established only with an eligible institution that is "well-capitalized" or "adequately capitalized" as those terms are defined by applicable federal statutes and regulations. An open-end money market fund must be invested solely in U.S. Government Securities or repurchase agreements fully collateralized by U.S. Government Securities, must hold itself out as a "money-market fund" as that term is defined by federal statutes and regulations under the Investment Company Act of 1940, and, at the time of the investment, must have total assets of at least $250,000,000. "U.S. Government Securities" refers to U.S. Treasury obligations and obligations issued or guaranteed as to principal and interest by the United States or any agency or instrumentality thereof.

(B) Paying the comparable rate on the IOLTA checking account in lieu of establishing the IOLTA Account as the higher rate product; or

(C) Paying a "benchmark" amount of qualifying funds equal to 60% of the Federal Fund Target Rate as of the first business day of the quarter or other IOLTA remitting period; no fees may be deducted from this amount which is deemed already to be net of "allowable reasonable fees."

(4) Lawyers or law firms depositing the funds of clients or third persons in an IOLTA Account shall direct the depository institution:

(A) To remit interest or dividends, net of any allowable reasonable fees on the average monthly balance in the account, or as otherwise computed in accordance with an eligible institution's standard accounting practice, at least quarterly, to the Louisiana Bar Foundation, Inc.;

(B) to transmit with each remittance to the Foundation, a statement, on a form approved by the LBF, showing the name of the lawyer or law firm for whom the remittance is sent and for each account: the rate of interest or dividend applied; the amount of interest or dividends earned; the types of fees deducted, if any; and the average account balance for each account for each month of the period in which the report is made; and

(C) to transmit to the depositing lawyer or law firm a report in accordance with normal procedures for reporting to its depositors.

(5) "Allowable reasonable fees" for IOLTA Accounts are: per check charges; per deposit charges; a fee in lieu of minimum balance; sweep fees and a reasonable IOLTA Account administrative fee. All other fees are the responsibility of, and may be charged to, the lawyer or law firm maintaining the IOLTA Account. Fees or service charges that are not "allowable reasonable fees" include, but are not limited to: the cost of check printing; deposit stamps; NSF charges; collection charges; wire transfers; and fees for cash management. Fees or charges in excess of the earnings accrued on the account for any month or quarter shall not be taken from earnings accrued on other IOLTA Accounts or from the principal of the account. Eligible financial institutions may elect to waive any or all fees on IOLTA Accounts.

(6) A lawyer is not required independently to determine whether an interest rate is comparable to the highest rate or dividend generally available and shall be in presumptive compliance with Rule 1.15(g) by maintaining a client trust account of the type approved and authorized by the Louisiana Bar Foundation at an "eligible" financial institution.

IOLTA RULES

Amended Jan. 3, 2008, effective April 1, 2008

(1) The IOLTA program shall be a mandatory program requiring participation by lawyers and law firms, whether proprietorships, partnerships, limited liability companies or professional corporations.

(2) The following principles shall apply to funds of clients or third persons which are held by lawyers and law firms:

(a) No earnings on the IOLTA Accounts may be made available to or utilized by a lawyer or law firm.

(b) Upon the request of, or with the informed consent of a client or third person, a lawyer may deposit funds of the client or third person into a non-IOLTA, interest-bearing client trust account and earnings may be made available to the client or third person, respectively, whenever possible upon deposited funds which are not nominal in amount or are to be held for a period of time long enough that the funds would be expected to earn income for the client or third person in excess of the costs incurred to secure such income; however, traditional lawyer-client relationships do not compel lawyers either to invest such funds or to advise clients or third persons to make their funds productive.

(c) Funds of clients or third-persons which are nominal in amount or to be held for such a short period of time that the funds would not be expected to earn income for the client or third person in excess of the costs incurred to secure such income shall be retained in an IOLTA Account at an eligible financial institution as outlined above in section (g), with the interest or dividend (net of allowable reasonable fees) made payable to the Louisiana Bar Foundation, Inc., said payments to be made at least quarterly.

(d) In determining whether the funds of a client or third person can earn income in excess of costs, a lawyer or law firm shall consider the following factors:

(1) The amount of the funds to be deposited;

(2) The expected duration of the deposit, including the likelihood of delay in the matter for which the funds are held;

(3) The rates of interest or yield at financial institutions where the funds are to be deposited;

(4) The cost of establishing and administering non-IOLTA accounts for the benefit of the client or third person including service charges, the costs of the lawyer's services, and the costs of preparing any tax reports required for income accruing to the benefit of the client or third person;

(5) The capability of financial institutions, lawyers or law firms to calculate and pay income to individual clients or third persons;

(6) Any other circumstances that affect the ability of the funds of the client or third person to earn a positive return for the client or third person.

The determination of whether funds to be invested could be utilized to provide a positive net return to the client or third person rests in the sound judgment of each lawyer or law firm. The lawyer or law firm shall review its IOLTA Account at reasonable intervals to determine whether changed circumstances require further action with respect to the funds of any client or third person.

(e) Although notification of a lawyer's participation in the IOLTA Program is not required to be given to clients or third persons whose funds are held in IOLTA Accounts, many lawyers may want to notify their clients or third persons of their participation in the program in some fashion. The Rules do not prohibit a lawyer from advising all clients or third persons of the lawyer's advancing the administration of justice in Louisiana beyond the lawyer's individual abilities in conjunction with

other public-spirited members of the profession. The placement of funds of clients or third persons in an IOLTA Account is within the sole discretion of the lawyer in the exercise of the lawyer's independent professional judgment; notice to the client or third person is for informational purposes only.

(3) The Louisiana Bar Foundation shall hold the entire beneficial interest in the interest or dividend income derived from client trust accounts in the IOLTA program. Interest or dividend earned by the program will be paid to the Louisiana Bar Foundation, Inc. to be used solely for the following purposes:

(a) to provide legal services to the indigent and to the mentally disabled;

(b) to provide law-related educational programs for the public;

(c) to study and support improvements to the administration of justice; and

(d) for such other programs for the benefit of the public and the legal system of the state as are specifically approved from time to time by the Supreme Court of Louisiana.

(4) The Louisiana Bar Foundation shall prepare an annual report to the Supreme Court of Louisiana that summarizes IOLTA income, grants, operating expenses and any other problems arising out of administration of the IOLTA program. In addition, the Louisiana Bar Foundation shall also prepare an annual report to the Supreme Court of Louisiana that summarizes all other Foundation income, grants, operating expenses and activities, as well as any other problems which arise out of the Foundation's implementation of its corporate purposes. The Supreme Court of Louisiana shall review, study and analyze such reports and shall make recommendations to the Foundation with respect thereto.

Reenacted Jan. 20, 2004, effective March 1, 2004; amended Jan. 3, 2008, effective April 1, 2008.

Rule 1.16. Declining or Terminating Representation

(a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

(1) the representation will result in violation of the rules of professional conduct or other law;

(2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client; or

(3) the lawyer is discharged.

(b) Except as stated in paragraph (c), a lawyer may withdraw from representing a client if:

(1) withdrawal can be accomplished without material adverse effect on the interests of the client;

(2) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;

(3) the client has used the lawyer's services to perpetrate a crime or fraud;

(4) the client insists upon taking action that the lawyer considers repugnant or with which the lawyer has a fundamental disagreement;

(5) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;

(6) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or

(7) other good cause for withdrawal exists.

(c) A lawyer must comply with applicable law requiring notice to or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.

(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. Upon written request by the client, the lawyer shall promptly release to the client or the client's new lawyer the entire file relating to the matter. The lawyer may retain a copy of the file but shall not condition release over issues relating to the expense of copying the file or for any other reason. The responsibility for the cost of copying shall be determined in an appropriate proceeding.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 1.17. [Reserved]

Rule 1.18. Duties to Prospective Client

(a) A person who discusses with a lawyer the possibility of forming a client-lawyer relationship with respect to a matter is a prospective client.

(b) Even when no client-lawyer relationship ensues, a lawyer who has had discussions with a prospective client shall not use or reveal information learned in the consultation, except as Rule 1.9 would permit with respect to information of a former client.

(c) A lawyer subject to paragraph (b) shall not represent a client with interests materially adverse to those of a prospective client in the same or a substantially related matter if the lawyer received information from the prospective client that could be significantly harmful to that person in the matter, except as provided in paragraph (d). If a lawyer is disqualified from

representation under this paragraph, no lawyer in a firm with which that lawyer is associated may knowingly undertake or continue representation in such a matter, except as provided in paragraph (d).

(d) When the lawyer has received disqualifying information as defined in paragraph (c), representation is permissible if:

(1) both the affected client and the prospective client have given informed consent, confirmed in writing, or:

(2) the lawyer who received the information took reasonable measures to avoid exposure to more disqualifying information than was reasonably necessary to determine whether to represent the prospective client; and

(i) the disqualified lawyer is timely screened from any participation in the matter and is apportioned no part of the fee therefrom; and

(ii) written notice is promptly given to the prospective client.

Reenacted Jan. 20, 2004, effective March 1, 2004.

COUNSELOR

Rule 2.1. Advisor

In representing a client, a lawyer shall exercise independent professional judgment and render candid advice. In rendering advice, a lawyer may refer not only to law but to other considerations such as moral, economic, social and political factors, that may be relevant to the client's situation.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 2.2. (DELETED)

Order of Jan. 20, 2004, effective March 1, 2004.

Historical Notes

Prior to deletion by Supreme Court Order of January 20, 2004, effective March 1, 2004, Rule 2.2 related to situations in which a lawyer could act as intermediary between clients.

Rule 2.3. Evaluation for Use by Third Persons

(a) A lawyer may provide an evaluation of a matter affecting a client for the use of someone other than the client if the lawyer reasonably believes that making the evaluation is compatible with other aspects of the lawyer's relationship with the client.

(b) When the lawyer knows or reasonably should know that the evaluation is likely to affect the client's interests materially and adversely, the lawyer shall not provide the evaluation unless the client gives informed consent.

(c) Except as disclosure is authorized in connection with a report of an evaluation, information relating to the evaluation is otherwise protected by Rule 1.6.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 2.4. Lawyer Serving as Third-Party Neutral

(a) A lawyer serves as a third-party neutral when the lawyer assists two or more persons who are not clients of the lawyer to reach a resolution of a dispute or other matter that has arisen between them. Service as a third-party neutral may include service as an arbitrator, a mediator or in such other capacity as will enable the lawyer to assist the parties to resolve the matter.

(b) A lawyer serving as a third-party neutral shall inform unrepresented parties that the lawyer is not representing them. When the lawyer knows or reasonably should know that a party does not understand the lawyer's role in the matter, the lawyer shall explain the difference between the lawyer's role as a third-party neutral and a lawyer's role as one who represents a client.

Reenacted Jan. 20, 2004, effective March 1, 2004.

ADVOCATE

Rule 3.1. Meritorious Claims and Contentions

A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law. A lawyer for the defendant in a criminal proceeding, or the respondent in a proceeding that could result in incarceration, may nevertheless so defend the proceeding as to require that every element of the case be established.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 3.2. Expediting Litigation

A lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 3.3. Candor Toward the Tribunal

(a) A lawyer shall not knowingly:

(1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;

(2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(3) offer evidence that the lawyer knows to be false. If a lawyer, the lawyer's client, or a witness called by the lawyer, has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures including, if necessary, disclosure to the tribunal. A lawyer may refuse to offer evidence, other than the testimony of a defendant in a criminal matter, that the lawyer reasonably believes is false.

(b) A lawyer who represents a client in an adjudicative proceeding and who knows that a person intends to engage, is engaging or has engaged in criminal or fraudulent conduct related to the proceeding shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal.

(c) The duties stated in paragraphs (a) and (b) continue to the conclusion of the proceeding, and apply even if compliance requires disclosure of information otherwise protected by Rule 1.6.

(d) In an ex parte proceeding, a lawyer shall inform the tribunal of all material facts known to the lawyer that will enable the tribunal to make an informed decision, whether or not the facts are adverse.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 3.4. Fairness to Opposing Party and Counsel

A lawyer shall not:

(a) unlawfully obstruct another party's access to evidence or unlawfully alter, destroy or conceal a document or other material having potential evidentiary value. A lawyer shall not counsel or assist another person to do any such act;

(b) falsify evidence, counsel or assist a witness to testify falsely, or offer an inducement to a witness that is prohibited by law;

(c) knowingly disobey an obligation under the rules of a tribunal, except for an open refusal based on an assertion that no valid obligation exists;

(d) in pretrial procedure, make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party;

(e) in trial, allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence, assert personal knowledge of facts in issue except when testifying as a witness, or state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or

(f) request a person other than a client to refrain from voluntarily giving relevant information to another party unless:

(1) the person is a relative or an employee or other agent of a client, and

(2) the lawyer reasonably believes that the person's interests will not be adversely affected by refraining from giving such information.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 3.5. Impartiality and Decorum of the Tribunal

A lawyer shall not:

(a) seek to influence a judge, juror, prospective juror or other official by means prohibited by law;

(b) communicate ex parte with such a person during the proceeding unless authorized to do so by law or court order;

(c) communicate with a juror or prospective juror after discharge of the jury if:

(1) the communication is prohibited by law or court order;

(2) the juror has made known to the lawyer a desire not to communicate; or

(3) the communication involves misrepresentation, coercion, duress or harassment; or

(d) engage in conduct intended to disrupt a tribunal.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 3.6. Trial Publicity

(a) A lawyer who is participating or has participated in the investigation or litigation of a matter shall not make an extrajudicial statement that the lawyer knows or reasonably should know will be disseminated by means of public communication and will have a substantial likelihood of materially prejudicing an adjudicative proceeding in the matter.

(b) Notwithstanding paragraph (a), a lawyer may state:

(1) the claim, offense or defense involved and, except when prohibited by law, the identity of the persons involved;

(2) information contained in a public record;

(3) that an investigation of a matter is in progress;

(4) the scheduling or result of any step in litigation;

(5) a request for assistance in obtaining evidence and information necessary thereto;

(6) a warning of danger concerning the behavior of a person involved, when there is reason to believe that there exists the likelihood of substantial harm to an individual or to the public interest; and

(7) in a criminal case, in addition to subparagraphs (1) through (6):

(i) the identity, residence, occupation and family status of the accused;

(ii) if the accused has not been apprehended, information necessary to aid in apprehension of that person;

(iii) the fact, time and place of arrest; and

(iv) the identity of investigating and arresting officers or agencies and the length of the investigation.

(c) Notwithstanding paragraph (a), a lawyer may make a statement that a reasonable lawyer would believe is required to protect a client from the substantial undue prejudicial effect of recent publicity not initiated by the lawyer or the lawyer's client. A

statement made pursuant to this paragraph shall be limited to such information as is necessary to mitigate the recent adverse publicity.

(d) No lawyer associated in a firm or government agency with a lawyer subject to paragraph (a) shall make a statement prohibited by paragraph (a).

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 3.7. Lawyer as Witness

(a) A lawyer shall not act as advocate at a trial in which the lawyer is likely to be a necessary witness unless:

(1) the testimony relates to an uncontested issue;

(2) the testimony relates to the nature and value of legal services rendered in the case; or

(3) disqualification of the lawyer would work substantial hardship on the client.

(b) A lawyer may act as advocate in a trial in which another lawyer in the lawyer's firm is likely to be called as a witness unless precluded from doing so by Rule 1.7 or Rule 1.9.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 3.8. Special Responsibilities of a Prosecutor

The prosecutor in a criminal case shall:

(a) refrain from prosecuting a charge that the prosecutor knows is not supported by probable cause;

(b) make reasonable efforts to assure that the accused has been advised of the right to, and the procedure for obtaining, counsel and has been given reasonable opportunity to obtain counsel;

(c) not seek to obtain from an unrepresented accused a waiver of important pretrial rights, such as the right to preliminary hearing;

(d) make timely disclosure to the defense of all evidence or information known to the prosecutor that the prosecutor knows, or reasonably should know, either tends to negate the guilt of the accused or mitigates the offense, and, in connection with sentencing, disclose to the defense and to the tribunal all unprivileged mitigating information known to the prosecutor, except when the prosecutor is relieved of this responsibility by a protective order of the tribunal;

(e) Not subpoena a lawyer in a grand jury or other criminal proceeding to present evidence about a past or present client unless the prosecutor reasonably believes:

(1) the information sought is not protected from disclosure by any applicable privilege;

(2) the evidence sought is essential to the successful completion of an ongoing investigation or prosecution; and

(3) there is no other feasible alternative to obtain the information;

(f) except for statements that are necessary to inform the public of the nature and extent of the prosecutor's action and that serve a legitimate law enforcement purpose, refrain from making extrajudicial comments that have a substantial likelihood of heightening public condemnation of the accused and exercise reasonable care to prevent investigators, law enforcement personnel, employees or other persons assisting or associated with the prosecutor in a criminal case from making an extrajudicial statement that the prosecutor would be prohibited from making under Rule 3.6 or this Rule.

Reenacted Jan. 20, 2004, effective March 1, 2004. Amended and effective April 12, 2006.

Rule 3.9. Advocate in Nonadjudicative Proceedings

A lawyer representing a client before a legislative body or administrative agency in a non-adjudicative proceeding shall disclose that the appearance is in a representative capacity and shall conform to the provisions of Rule 3.3(a) through (c), 3.4(a) through (c), and 3.5.

Reenacted Jan. 20, 2004, effective March 1, 2004.

TRANSACTIONS WITH PERSONS OTHER THAN CLIENTS

Rule 4.1. Truthfulness in Statements to Others

In the course of representing a client a lawyer shall not knowingly:

(a) make a false statement of material fact or law to a third person; or

(b) fail to disclose a material fact when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 4.2. Communication with Person Represented by Counsel

In representing a client, a lawyer shall not communicate about the subject of the representation with:

(a) a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized to do so by law or a court order.

(b) a person the lawyer knows is presently a director, officer, employee, member, shareholder or other constituent of a represented organization and

(1) who supervises, directs or regularly consults with the organization's lawyer concerning the matter;

(2) who has the authority to obligate the organization with respect to the matter; or

(3) whose act or omission in connection with the matter may be imputed to the organization for purposes of civil or criminal liability.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 4.3. Dealing with Unrepresented Person

In dealing on behalf of a client with a person who is not represented by counsel, a lawyer shall not state or imply that the lawyer is disinterested. When the lawyer knows or reasonably should know that the unrepresented person misunderstands the lawyer's role in a matter, the lawyer shall make reasonable efforts to correct the misunderstanding. The lawyer shall not give legal advice to an unrepresented person, other than the advice to secure counsel, if the lawyer knows or reasonably should know that the interests of such a person are or have a reasonable possibility of being in conflict with the interests of the client.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 4.4. Respect for Rights of Third Persons

(a) In representing a client, a lawyer shall not use means that have no substantial purpose other than to embarrass, delay, or burden a third person, or use methods of obtaining evidence that violate the legal rights of such a person.

(b) A lawyer who receives a writing that, on its face, appears to be subject to the attorney-client privilege or otherwise confidential, under circumstances where it is clear that the writing was not intended for the receiving lawyer, shall refrain from examining the writing, promptly notify the sending lawyer, and return the writing.

Reenacted Jan. 20, 2004, effective March 1, 2004.

LAW FIRMS AND ASSOCIATIONS

Rule 5.1. Responsibilities of Partners, Managers, and Supervisory Lawyers

(a) A partner in a law firm, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that all lawyers in the firm conform to the Rules of Professional Conduct.

(b) A lawyer having direct supervisory authority over another lawyer shall make reasonable efforts to ensure that the other lawyer conforms to the Rules of Professional Conduct.

(c) A lawyer shall be responsible for another lawyer's violation of the Rules of Professional Conduct if:

(1) the lawyer orders or, with knowledge of the specific conduct, ratifies the conduct involved; or

(2) the lawyer is a partner or has comparable managerial authority in the law firm in which the other lawyer practices, or has direct supervisory authority over the other lawyer, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 5.2. Responsibilities of a Subordinate Lawyer

(a) A lawyer is bound by the Rules of Professional Conduct notwithstanding that the lawyer acted at the direction of another person.

(b) A subordinate lawyer does not violate the Rules of Professional Conduct if that lawyer acts in accordance with a supervisory lawyer's reasonable resolution of an arguable question of professional duty.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 5.3. Responsibilities Regarding Nonlawyer Assistants

With respect to a nonlawyer employed or retained by or associated with a lawyer:

(a) a partner, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer;

(b) a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and

(c) a lawyer shall be responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if:

(1) the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or

(2) the lawyer is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 5.4. Professional Independence of a Lawyer

(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that:

(1) an agreement by a lawyer with the lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to one or more specified persons;

(2) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay

to the estate of the deceased lawyer that proportion of the total compensation which fairly represents the services rendered by the deceased lawyer;

(3) a lawyer or law firm may include nonlawyer employees in a compensation or retirement plan, even though the plan is based in whole or in part on a profit-sharing arrangement; and

(4) [Reserved]

(5) a lawyer may share legal fees as otherwise provided in Rule 7.2(b).

(b) A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.

(c) A lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services.

(d) A lawyer shall not practice with or in the form of a professional corporation or association authorized to practice law for profit, if:

(1) a nonlawyer owns any interest therein, except that a fiduciary representative of the estate of a lawyer may hold the stock or interest of the lawyer for a reasonable time during administration;

(2) a nonlawyer is a corporate director or officer thereof or occupies the position of similar responsibility in any form of association other than a corporation; or

(3) a nonlawyer has the right to direct or control the professional judgment of a lawyer.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 5.5. Unauthorized Practice of Law; Multijurisdictional Practice of Law

(a) A lawyer shall not practice law in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.

(b) A lawyer who is not admitted to practice in this jurisdiction shall not:

(1) except as authorized by these Rules or other law, establish an office or other systematic and continuous presence in this jurisdiction for the practice of law; or

(2) hold out to the public or otherwise represent that the lawyer is admitted to practice law in this jurisdiction.

(c) A lawyer admitted in another United States jurisdiction, and not disbarred or suspended from practice in any jurisdiction, may provide legal services on a temporary basis in this jurisdiction that:

(1) are undertaken in association with a lawyer who is admitted to practice in this jurisdiction and who actively participates in the matter;

(2) are in or reasonably related to a pending or potential proceeding before a tribunal in this or another jurisdiction, if the lawyer, or a person the lawyer is assisting, is authorized by law or order to appear in such proceeding or reasonably expects to be so authorized;

(3) are in or reasonably related to a pending or potential arbitration, mediation, or other alternative dispute resolution proceeding in this or another jurisdiction, if the services arise out of or are reasonably related to the lawyer's practice in a jurisdiction in which the lawyer is admitted to practice and are not services for which the forum requires *pro hac vice* admission; or

(4) are not within paragraphs (c)(2) or (c)(3) and arise out of or are reasonably related to the lawyer's practice in a jurisdiction in which the lawyer is admitted to practice.

(d) A lawyer admitted in another United States jurisdiction, and not disbarred or suspended from practice in any jurisdiction, may provide legal services in this jurisdiction that:

(1) are provided to the lawyer's employer or its organizational affiliates and are not services for which the forum requires *pro hac vice* admission and that are provided by an attorney who has received a limited license to practice law pursuant to La. S. Ct. Rule XVII, § 14; or

(2) are services that the lawyer is authorized to provide by federal law or other law of this jurisdiction.

(e)(1) A lawyer shall not:

(i) employ, contract with as a consultant, engage as an independent contractor, or otherwise join in any other capacity, in connection with the practice of law, any person the attorney knows or reasonably should know is a disbarred attorney, during the period of disbarment, or any person the attorney knows or reasonably should know is an attorney who has permanently resigned from the practice of law in lieu of discipline; or

(ii) employ, contract with as a consultant, engage as an independent contractor, or otherwise join in any other capacity, in connection with the practice of law, any person the attorney knows or reasonably should know is a suspended attorney, or an attorney who has been transferred to disability inactive status, during the period of suspension or transfer, unless first preceded by the submission of a fully executed employment registration statement to the Office of Disciplinary Counsel, on a registration form provided by the Louisiana Attorney Disciplinary Board, and approved by the Louisiana Supreme Court.

(2) The registration form provided for in Section (e)(1) shall include:

(i) the identity and bar roll number of the suspended or transferred attorney sought to be hired;

(ii) the identity and bar roll number of the attorney having direct supervisory responsibility over the suspended attorney, or the attorney transferred to disability inactive status, throughout the duration of employment or association;

(iii) a list of all duties and activities to be assigned to the suspended attorney, or the attorney transferred to disability inactive status, during the period of employment or association;

(iv) the terms of employment of the suspended attorney, or the attorney transferred to disability inactive status, including method of compensation;

(v) a statement by the employing attorney that includes a consent to random compliance audits, to be conducted by the Office of Disciplinary Counsel, at any time during the employment or association of the suspended attorney, or the attorney transferred to disability inactive status; and

(vi) a statement by the employing attorney certifying that the order giving rise to the suspension or transfer of the proposed employee has been provided for review and consideration in advance of employment by the suspended attorney, or the attorney transferred to disability inactive status.

(3) For purposes of this Rule, the practice of law shall include the following activities:

(i) holding oneself out as an attorney or lawyer authorized to practice law;

(ii) rendering legal consultation or advice to a client;

(iii) appearing on behalf of a client in any hearing or proceeding, or before any judicial officer, arbitrator, mediator, court, public agency, referee, magistrate, commissioner, hearing officer, or governmental body operating in an adjudicative capacity, including submission of pleadings, except as may otherwise be permitted by law;

(iv) appearing as a representative of the client at a deposition or other discovery matter;

(v) negotiating or transacting any matter for or on behalf of a client with third parties;

(vi) otherwise engaging in activities defined by law or Supreme Court decision as constituting the practice of law.

(4) In addition, a suspended lawyer, or a lawyer transferred to disability inactive status, shall not receive, disburse or otherwise handle client funds.

(5) Upon termination of the suspended attorney, or the attorney transferred to disability inactive status, the employing attorney having direct supervisory authority shall promptly serve upon the Office of Disciplinary Counsel written notice of the termination.

Reenacted Jan. 20, 2004, effective March 1, 2004. Amended and effective March 24, 2004; amended March 8, 2005, effective April 1, 2005; amended May 14, 2008, effective July 1, 2008.

Historical Notes

Part 2 of the Order of Supreme Court, dated March 24, 2004, amending Rule 5.5(c) [see Rule 5.5(e)(1)(i) in Order of March 8, 2005], provides:

"This rule change shall be applicable to any lawyer who is allowed to permanently resign from the practice of law in lieu of discipline through any order, judgment, or decree of the Court which becomes final after the effective date."

Rule 5.6. Restrictions on Right to Practice

A lawyer shall not participate in offering or making:

(a) a partnership, shareholders, operating, employment, or other similar type of agreement that restricts the rights of a lawyer to practice after termination of the relationship, except an agreement concerning benefits upon retirement; or

(b) an agreement in which a restriction on the lawyer's right to practice is part of the settlement of a client controversy.

Reenacted Jan. 20, 2004, effective March 1, 2004.

PUBLIC SERVICE

Rule 6.1. Voluntary Pro Bono Publico Service

Every lawyer should aspire to provide legal services to those unable to pay. A lawyer should aspire to render at least (50) hours of pro bono publico legal services per year. In fulfilling this aspirational goal, the lawyer should:

(a) provide a substantial majority of the (50) hours of legal services without fee or expectation of fee to:

(1) persons of limited means or

(2) charitable, religious, civic, community, governmental and educational organizations in matters that are designed primarily to address the needs of persons of limited means; and

(b) provide any additional services through:

(1) delivery of legal services at no fee or substantially reduced fee to individuals, groups or organizations seeking to secure or protect civil rights, civil liberties or public rights, or charitable, religious, civic, community, governmental and educational organizations in matters in furtherance of their organizational purposes, where the payment of standard legal fees would significantly deplete the organization's economic resources or would be otherwise inappropriate;

(2) delivery of legal services at a substantially reduced fee to persons of limited means; or

(3) participation in activities for improving the law, legal system or the legal profession.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 6.2. Accepting Appointments

A lawyer shall not seek to avoid appointment by a tribunal to represent a person except for good cause, such as:

(a) representing the client is likely to result in violation of the Rules of Professional Conduct or other law;

(b) representing the client is likely to result in an unreasonable financial burden on the lawyer; or

(c) the client or the cause is so repugnant to the lawyer as to be likely to impair the client-lawyer relationship or the lawyer's ability to represent the client.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 6.3. Membership in Legal Services Organization

A lawyer may serve as a director, officer or member of a legal services organization, apart from the law firm in which the lawyer practices, notwithstanding that the organization serves persons having interests adverse to a client of the lawyer. The lawyer shall not knowingly participate in a decision or action of the organization:

(a) if participating in the decision or action would be incompatible with the lawyer's obligations to a client under Rule 1.7; or

(b) where the decision or action could have a material adverse effect on the representation of a client of the organization whose interests are adverse to a client of the lawyer.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 6.4. Law Reform Activities Affecting Client Interests

A lawyer may serve as a director, officer or member of an organization involved in reform of the law or its administration notwithstanding that the reform may affect the interests of a client of the lawyer. When the lawyer knows that the interests of a client may be materially benefitted by a decision in which the lawyer participates, the lawyer shall disclose that fact but need not identify the client.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 6.5. Nonprofit and Court-Annexed Limited Legal Services Programs

(a) A lawyer who, under the auspices of a program sponsored by a nonprofit organization or court, provides short-term limited legal services to a client without expectation by either the lawyer or the client that the lawyer will provide continuing representation in the matter:

(1) is subject to Rules 1.7 and 1.9(a) only if the lawyer knows that the representation of the client involves a conflict of interest; and

(2) is subject to Rule 1.10 only if the lawyer knows that another lawyer associated with the lawyer in a law firm is disqualified by Rule 1.7 or 1.9(a) with respect to the matter.

(b) Except as provided in paragraph (a)(2), Rule 1.10 is inapplicable to a representation governed by this Rule.

Reenacted Jan. 20, 2004, effective March 1, 2004.

INFORMATION ABOUT LEGAL SERVICES [EFF. UNTIL OCT. 1, 2009]

Repeal and Reenactment

Article XVI, Rule 7 Series of the Articles of Incorporation of the Louisiana State Bar Association, Information About Legal Services, Rules 7.1 through 7.5 is effective until October 1, 2009. For Article XVI, Rule 7 Series of the Articles of Incorporation of the Louisiana State Bar Association, Rules 7.1 through 7.10, repealed and reenacted effective October 1, 2009, see post.

Rule 7.1. Communications Concerning a Lawyer's Services

Text effective until October 1, 2009

(a) A lawyer shall not make or permit to be made a false, misleading or deceptive communication about the lawyer, the lawyer's services or the services of the lawyer's firm. For example, a communication violates this rule if it:

(i) Contains a material misrepresentation of fact or omits a fact necessary to make the communication, considered as a whole, not misleading; or

(ii) Contains a statement or implication that the outcome of any particular legal matter was not or will not be related to its facts or merits; or

(iii) Contains a statement or implication that the lawyer can influence unlawfully any court, tribunal or other public body or official; or

(iv) In the case of a bankruptcy matter, fails to state clearly that the matter will involve a bankruptcy proceeding; or

(v) Compares the lawyer's or the law firm's services with any other lawyer's services, unless the comparison can be factually substantiated; or

(vi) Contains an endorsement by a celebrity or public figure without disclosing that (A) the endorser is not a client of the lawyer or the firm, if such is the case, and (B) the endorser is being paid or otherwise compensated for his or her endorsement, if such is the case; or

(vii) Contains a visual portrayal of a client by a nonclient or a lawyer by a nonlawyer without disclosure that the depiction is a dramatization; or

(viii) Contains misleading fee information. Every communication that contains information about the lawyer's fee shall be subject to the following requirements:

(A) Communications that state or indicate that no fee will be charged in the absence of recovery shall disclose that the client will be liable for certain expenses in addition to the fee, if such is the case.

(B) A lawyer who advertises a specific fee, hourly rate or range of fees for a particular service shall honor the advertised fee for at least ninety (90) days from the date it was last advertised; provided that for advertisements in print media published annually, the advertised fee shall be honored for a period not less than one year following initial publication.

(b) In determining whether a communication violates this rule, the communication shall be considered in its entirety including any qualifying statements or disclaimers contained therein.

(c) A lawyer shall not accept a referral from any person, firm or entity whom the lawyer knows has engaged in any communication or solicitation relating to the referred matter that would violate these rules if the communication or solicitation were made by the lawyer.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 7.2. Advertising

Text effective until October 1, 2009

A lawyer shall not give anything of value to a person for recommending the lawyer's services; provided, however, that

(a) a lawyer may pay the reasonable and customary costs of an advertisement or communication not in violation of these rules, and

(b) a lawyer may pay usual, reasonable and customary charges of a lawyer referral service operated by the Louisiana State Bar Association, any local bar association, or any other not-for-profit organization, provided the lawyer referral service:

(i) refers all persons who request legal services to a participating lawyer;

(ii) prohibits lawyers from increasing their fee to a client to compensate for the referral service charges; and

(iii) fairly and equitably distributes referral cases among the participating lawyers, within their area of practice, by random allotment or by rotation.

Reenacted Jan. 20, 2004, effective March 1, 2004.

See Rule 7.1 of the Rules of Professional Conduct for example of a misleading communication in a bankruptcy matter.

Rule 7.3. Direct Contact with Prospective Clients

Text effective until October 1, 2009

(a) A lawyer shall not solicit professional employment in person, by person to person verbal telephone contact or through others acting at his request or on his behalf from a prospective client with whom the lawyer has no family or prior professional relationship when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain.

(b) In instances where there is no family or prior professional relationship, a lawyer shall not initiate any form of targeted solicitation, whether a written or recorded communication, of a person or persons known to need legal services of a particular kind provided by the lawyer in a particular matter for the purpose of obtaining professional employment unless such communication complies with the requirements set forth below and is not otherwise in violation of these rules:

(i) A copy or recording of each such communication and a record of when and where it was used shall be kept by the lawyer using such communication for three (3) years after its last dissemination.

(ii) Such communication shall state clearly the name of at least one member in good standing of the Association responsible for its content.

(iii) In the case of a written communication:

(A) such communication shall not resemble a legal pleading, notice, contract or other legal document and shall not be delivered via registered mail, certified mail or other restricted form of delivery;

(B) the top of each page of such communication and the lower left corner of the face of the envelope in which the communication is enclosed shall be plainly marked "ADVERTISEMENT" in print size at least as large as the largest print used in the written communication, provided that if the written communication is in the form of a self-mailing brochure or pamphlet, the "ADVERTISEMENT" mark shall appear above the address panel of the brochure or pamphlet; or in the case of an electronic mail communication, the subject line of the communication states that "This is an advertisement for legal services"; and

(C) if the communication concerns an action for personal injury or wrongful death or otherwise relates to an accident or disaster involving the person to whom the communication is addressed or a relative of that person, such communication shall not be initiated by the lawyer unless the accident or disaster occurred more than 30 days prior to the mailing of the communication.

(iv) In the case of a recorded communication, such communication shall be identified specifically as an advertisement at the beginning of the recording, at the end of the recording and on any envelope

in which it is transmitted in accordance with the requirements of subparagraph (iii)(B) above.

(v) If the communication is prompted by a specific occurrence involving or affecting the intended recipient of the communication or a family member of the intended recipient, such communication shall disclose how the lawyer obtained the information prompting the communication.

(c) Notwithstanding anything herein to the contrary, a lawyer shall not solicit professional employment from a prospective client through any means, even when not otherwise prohibited by these rules, if:

(i) the prospective client has made known to the lawyer a desire not to be solicited; or

(ii) the solicitation involves coercion, duress, harassment, fraud, overreaching, intimidation or undue influence.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 7.4. Communication of Fields of Practice

Text effective until October 1, 2009

A lawyer shall not state or imply that the lawyer is certified, or is a specialist or an expert, in a particular area of law, unless such certification, specialization or expertise has been recognized or approved in accordance with the rules and procedures established by the Louisiana Board of Legal Specialization.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 7.5. Firm Names and Letterheads

Text effective until October 1, 2009

(a) A lawyer shall not use a firm name, logo, letterhead, professional designation, trade name or trademark that violates the provisions of these rules. A lawyer or law firm shall not practice under a trade name that implies a connection with a government agency, public or charitable services organization or other professional association. A lawyer shall not use a trade or fictitious name unless the name is the law firm name that also appears on the lawyer's letterhead, business cards, office signs and fee contracts and appears with the lawyer's signature on pleadings and other legal documents.

(b) A law firm with offices in more than one jurisdiction may use the same name in each jurisdiction, but the identification of the lawyers in an office of the firm shall indicate the jurisdictional limitations on those not licensed to practice in any jurisdiction where an office is located.

(c) The name of a lawyer holding a public office or formerly associated with a firm shall not be used in the name of a law firm, on its letterhead, or in any communication on its behalf during any substantial period in which the lawyer is not actively and regularly practicing with the firm.

(d) Lawyers may state or imply that they practice in a partnership or other organization only when that is the fact.

(e) If otherwise lawful, a firm may use as, or continue to include in, its name, the name or names of one or more deceased or retired members of the firm, or of a predecessor firm in a continuing line of succession.

Reenacted Jan. 20, 2004, effective March 1, 2004.

INFORMATION ABOUT LEGAL SERVICES [EFF. OCTOBER 1, 2009]

Repeal and Reenactment

Article XVI, Rule 7 Series of the Articles of Incorporation of the Louisiana State Bar Association, Information About Legal Services, Rules 7.1 through 7.10 is repealed and reenacted effective October 1, 2009. For Article XVI, Rule 7 Series of the Articles of Incorporation of the Louisiana State Bar Association, Rules 7.1 through 7.5, effective until October 1, 2009, see ante.

Rule 7.1. General

Text effective October 1, 2009

(a) Permissible Forms of Advertising. Subject to all the requirements set forth in these Rules, including the filing requirements of Rule 7.7, a lawyer may advertise services through public media, including but not limited to: print media, such as a telephone directory, legal directory, newspaper or other periodical; outdoor advertising, such as billboards and other signs; radio, television, and computer-accessed communications; recorded messages the public may access by dialing a telephone number; and written communication in accordance with Rule 7.4.

(b) Advertisements Not Disseminated in Louisiana. These rules shall not apply to any advertisement broadcast or disseminated in another jurisdiction in which the advertising lawyer is admitted if such advertisement complies with the rules governing lawyer advertising in that jurisdiction and is not intended for broadcast or dissemination within the state of Louisiana.

(c) Communications for Non-Profit Organizations. Publications, educational materials, websites and other communications by lawyers on behalf of non-profit organizations that are not motivated by pecuniary gain are not advertisements or unsolicited written communications within the meaning of these Rules.

Reenacted June 26, 2008, effective October 1, 2009.

Historical Notes

Supreme Court order dated June 26, 2008, repealing and reenacting the Article XVI, Rule 7 series of the Articles of Incorporation of the Louisiana State Bar Association effective December 1, 2008, was amended by Supreme Court order dated October 31, 2008, changing

the effective date to April 1, 2009, and by Supreme Court order dated February 18, 2009, changing the effective date to October 1, 2009.

Rule 7.2. Communications Concerning a Lawyer's Services

Text effective October 1, 2009

The following shall apply to any communication conveying information about a lawyer, a lawyer's services or a law firm's services:

(a) Required Content of Advertisements and Unsolicited Written Communications.

(1) *Name of Lawyer.* All advertisements and unsolicited written communications pursuant to these Rules shall include the name of at least one lawyer responsible for their content.

(2) *Location of Practice.* All advertisements and unsolicited written communications provided for under these Rules shall disclose, by city or town, one or more bona fide office location(s) of the lawyer or lawyers who will actually perform the services advertised. If the office location is outside a city or town, the parish where the office is located must be disclosed. For the purposes of this Rule, a bona fide office is defined as a physical location maintained by the lawyer or law firm where the lawyer or law firm reasonably expects to furnish legal services in a substantial way on a regular and continuing basis, and which physical location shall have at least one lawyer who is regularly and routinely present in that physical location. In the absence of a bona fide office, the lawyer shall disclose the city or town of the primary registration statement address as it appears on the lawyer's annual registration statement. If an advertisement or unsolicited written communication lists a telephone number in connection with a specified geographic area other than an area containing a bona fide office or the lawyer's primary registration statement address, appropriate qualifying language must appear in the advertisement.

(b) Permissible Content of Advertisements and Unsolicited Written Communications. If the content of an advertisement in any public media or unsolicited written communication is limited to the following information, the advertisement or unsolicited written communication is exempt from the filing and review requirement and, if true, shall be presumed not to be misleading or deceptive.

(1) *Lawyers and Law Firms.* A lawyer or law firm may include the following information in advertisements and unsolicited written communications:

(A) subject to the requirements of this Rule and Rule 7.10, the name of the lawyer or law firm, a listing of lawyers associated with the firm, office locations and parking arrangements, disability accommodations, telephone numbers, Web site addresses, and electronic mail addresses, office and telephone service hours, and a designation such as "attorney", "lawyer" or "law firm";

(B) date of admission to the Louisiana State Bar Association and any other bars, current membership or positions held in the Louisiana State Bar Association, its sections or committees, former membership or positions held in the Louisiana State Bar Association, its sections or committees, together with dates of membership, former positions of employment held in the legal profession, together with dates the positions were held, years of experience practicing law, number of lawyers in the advertising law firm, and a listing of federal courts and jurisdictions other than Louisiana where the lawyer is licensed to practice;

(C) technical and professional licenses granted by the State or other recognized licensing authorities and educational degrees received, including dates and institutions;

(D) military service, including branch and dates of service;

(E) foreign language ability;

(F) fields of law in which the lawyer practices, including official certification logos, subject to the requirements of subdivision (c)(5) of this Rule;

(G) prepaid or group legal service plans in which the lawyer participates;

(H) fee for initial consultation and fee schedule, subject to the requirements of subdivisions (c)(6) and (c)(7) of this Rule;

(I) common salutatory language such as "best wishes," "good luck," "happy holidays," or "pleased to announce";

(J) punctuation marks and common typographical marks; and

(K) a photograph or image of the lawyer or lawyers who are members of or employed by the firm against a plain background.

(2) *Public Service Announcements.* A lawyer or law firm may be listed as a sponsor of a public service announcement or charitable, civic, or community program or event as long as the information about the lawyer or law firm is limited to the permissible content set forth in subdivision (b)(1) of this Rule.

(c) Prohibitions and General Rules Governing Content of Advertisements and Unsolicited Written Communications.

(1) *Statements About Legal Services.* A lawyer shall not make or permit to be made a false, misleading or deceptive communication about the lawyer, the lawyer's services or the law firm's services. A communication violates this Rule if it:

(A) contains a material misrepresentation of fact or law

(B) is false, misleading or deceptive;

(C) fails to disclose material information necessary to prevent the information supplied from being false, misleading or deceptive;

(D) contains a reference or testimonial to past successes or results obtained, except as allowed in the Rule regulating information about a lawyer's services provided upon request;

(E) promises results;

(F) states or implies that the lawyer can achieve results by means that violate the Rules of Professional Conduct or other law;

(G) compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated;

(H) contains a paid testimonial or endorsement, unless the fact of payment is disclosed;

(I) includes a portrayal of a client by a non-client or the reenactment of any events or scenes or pictures that are not actual or authentic;

(J) includes the portrayal of a judge or a jury, the portrayal of a lawyer by a non-lawyer, the portrayal of a law firm as a fictionalized entity, the use of a fictitious name to refer to lawyers not associated together in a law firm, or otherwise implies that lawyers are associated in a law firm if that is not the case;

(K) resembles a legal pleading, notice, contract or other legal document;

(L) utilizes a nickname, moniker, motto or trade name that states or implies an ability to obtain results in a matter; or

(M) fails to comply with Rule 1.8(e)(4)(iii).

(2) *Prohibited Visual and Verbal Portrayals and Illustrations.* A lawyer shall not include in any advertisement or unsolicited written communication any visual or verbal descriptions, depictions, illustrations (including photographs) or portrayals of persons, things, or events that are false, misleading or deceptive.

(3) *Advertising Areas of Practice.* A lawyer or law firm shall not state or imply in advertisements or unsolicited written communications that the lawyer or law firm currently practices in an area of practice when that is not the case.

(4) *Stating or Implying Louisiana State Bar Association Approval.* A lawyer or law firm shall not make any statement that directly or impliedly indicates that the communication has received any kind of approval from The Louisiana State Bar Association.

(5) *Communication of Fields of Practice.* A lawyer may communicate the fact that the lawyer does or does not practice in particular fields of law. A lawyer shall not state or imply that the lawyer is "certified," "board certified," an "expert" or a "specialist" except as follows:

(A) **Lawyers Certified by the Louisiana Board of Legal Specialization.** A lawyer who complies with the Plan of Legal Specialization, as determined by the Louisiana Board of Legal Specialization, may inform the public and other lawyers of the lawyer's certified area(s) of legal practice. Such communications should identify the Louisiana Board of Legal Specialization as the certifying organization and may state that the lawyer is "certified," "board certified," an "expert in (area of certification)" or a "specialist in (area of certification)."

(B) **Lawyers Certified by Organizations Other Than the Louisiana Board of Legal Specialization or Another State Bar.** A lawyer certified by an organization other than the Louisiana Board of Legal Specialization or another state bar may inform the public and other lawyers of the lawyer's certified area(s) of legal practice by stating that the lawyer is "certified," "board certified," an "expert in (area of certification)" or a "specialist in (area of certification)" if:

(i) the lawyer complies with Section 6.2 of the Plan of Legal Specialization for the Louisiana Board of Legal Specialization; and,

(ii) the lawyer includes the full name of the organization in all communications pertaining to such certification.

A lawyer who has been certified by an organization that is accredited by the American Bar Association is not subject to Section 6.2 of the Plan of Legal Specialization.

(C) **Certification by Other State Bars.** A lawyer certified by another state bar may inform the public and other lawyers of the lawyer's certified area(s) of legal practice and may state in communications to the public that the lawyer is "certified," "board certified," an "expert in (area of certification)" or a "specialist in (area of certification)" if:

(i) the state bar program grants certification on the basis of standards reasonably comparable to the standards of the Plan of Legal Specialization, as determined by the Louisiana Board of Legal Specialization; and,

(ii) the lawyer includes the name of the state bar in all communications pertaining to such certification.

(6) *Disclosure of Liability For Expenses Other Than Fees.* Every advertisement and unsolicited written communication that contains information about the lawyer's fee, including those that indicate no fee will be charged in the absence of a recovery, shall disclose whether the client will be liable for any costs and/or expenses in addition to the fee.

(7) *Period for Which Advertised Fee Must be Honored.* A lawyer who advertises a specific fee or range of fees for a particular service shall honor the advertised fee or range of fees for at least ninety days from the date last advertised unless the advertisement specifies a shorter period; provided that,

for advertisements in the yellow pages of telephone directories or other media not published more frequently than annually, the advertised fee or range of fees shall be honored for no less than one year following publication.

(8) *Firm Name.* A lawyer shall not advertise services under a name that violates the provisions of Rule 7.10.

(9) *Language of Required Statements.* Any words or statements required by these Rules to appear in an advertisement or unsolicited written communication must appear in the same language in which the advertisement or unsolicited written communication appears. If more than one language is used in an advertisement or unsolicited written communication, any words or statements required by these Rules must appear in each language used in the advertisement or unsolicited written communication.

(10) *Appearance of Required Statements.* Any words or statements required by these Rules to appear in an advertisement or unsolicited written communication must be clearly legible if written or intelligible if spoken aloud.

(11) *Payment by Non-Advertising Lawyer.* No lawyer shall, directly or indirectly, pay all or a part of the cost of an advertisement by a lawyer not in the same firm.

(12) *Referrals to Another Lawyer.* If the case or matter will be, or is likely to be, referred to another lawyer or law firm, the communication shall include a statement so advising the prospective client.

(13) *Payment for Recommendations; Lawyer Referral Service Fees.* A lawyer shall not give anything of value to a person for recommending the lawyer's services, except that a lawyer may pay the reasonable cost of advertising or written or recorded communication permitted by these Rules, and may pay the usual charges of a lawyer referral service or other legal service organization only as follows:

(A) A lawyer may pay the usual, reasonable and customary charges of a lawyer referral service operated by the Louisiana State Bar Association, any local bar association, or any other not-for-profit organization, provided the lawyer referral service:

(i) refers all persons who request legal services to a participating lawyer;

(ii) prohibits lawyers from increasing their fee to a client to compensate for the referral service charges; and

(iii) fairly and equitably distributes referral cases among the participating lawyers, within their area of practice, by random allotment or by rotation.

Reenacted June 26, 2008, effective October 1, 2009.

Historical Notes

Supreme Court order dated June 26, 2008, repealing and reenacting the Article XVI, Rule 7 series of the Articles of Incorporation of the Louisiana State Bar Association effective December 1, 2008, was amended by Supreme Court order dated October 31, 2008, changing the effective date to April 1, 2009, and by Supreme Court order dated February 18, 2009, changing the effective date to October 1, 2009.

Rule 7.3. [Reserved]

Rule 7.4. Direct Contact with Prospective Clients

Text effective October 1, 2009

(a) **Solicitation.** Except as provided in subdivision (b) of this Rule, a lawyer shall not solicit professional employment from a prospective client with whom the lawyer has no family or prior lawyer-client relationship, in person, by person to person verbal telephone contact, through others acting at the lawyer's request or on the lawyer's behalf or otherwise, when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. A lawyer shall not permit employees or agents of the lawyer to solicit on the lawyer's behalf. A lawyer shall not enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this Rule. The term "solicit" includes contact in person, by telephone, telegraph, or facsimile, or by other communication directed to a specific recipient and includes (i) any written form of communication directed to a specific recipient and not meeting the requirements of subdivision (b) of this Rule, and (ii) any electronic mail communication directed to a specific recipient and not meeting the requirements of subdivision (c) of Rule 7.6. For the purposes of this Rule 7.4, the phrase "prior lawyer-client relationship" shall not include relationships in which the client was an unnamed member of a class action.

(b) **Written Communication Sent on an Unsolicited Basis.**

(1) A lawyer shall not send, or knowingly permit to be sent, on the lawyer's behalf or on behalf of the lawyer's firm or partner, an associate, or any other lawyer affiliated with the lawyer or the lawyer's firm, an unsolicited written communication directly or indirectly to a prospective client for the purpose of obtaining professional employment if:

(A) the written communication concerns an action for personal injury or wrongful death or otherwise relates to an accident or disaster involving the person to whom the communication is addressed or a relative of that person, unless the accident or disaster occurred more than thirty days prior to the mailing of the communication;

(B) it has been made known to the lawyer that the person does not want to receive such communications from the lawyer;

(C) the communication involves coercion, duress, fraud, overreaching, harassment, intimidation, or undue influence;

(D) the communication contains a false, misleading or deceptive statement or claim or is improper under subdivision (c)(1) of Rule 7.2; or

(E) the lawyer knows or reasonably should know that the physical, emotional, or mental state of the person makes it unlikely that the person would exercise reasonable judgment in employing a lawyer.

(2) Unsolicited written communications to prospective clients for the purpose of obtaining professional employment are subject to the following requirements:

(A) Unsolicited written communications to a prospective client are subject to the requirements of Rule 7.2.

(B) In instances where there is no family or prior lawyer-client relationship, a lawyer shall not initiate any form of targeted solicitation, whether a written or recorded communication, of a person or persons known to need legal services of a particular kind provided by the lawyer in a particular matter for the purpose of obtaining professional employment unless such communication complies with the requirements set forth below and is not otherwise in violation of these Rules:

(i) Such communication shall state clearly the name of at least one member in good standing of the Association responsible for its content.

(ii) The top of each page of such written communication and the lower left corner of the face of the envelope in which the written communication is enclosed shall be plainly marked "ADVERTISEMENT" in print size at least as large as the largest print used in the written communication. If the written communication is in the form of a self-mailing brochure or pamphlet, the "ADVERTISEMENT" mark shall appear above the address panel of the brochure or pamphlet and on the inside of the brochure or pamphlet. Written communications solicited by clients or prospective clients need not contain the "ADVERTISEMENT" mark.

(C) Unsolicited written communications mailed to prospective clients shall not resemble a legal pleading, notice, contract or other legal document and shall not be sent by registered mail, certified mail or other forms of restricted delivery.

(D) If a lawyer other than the lawyer whose name or signature appears on the communication will actually handle the case or matter, any unsolicited written communication concerning a specific matter shall include a statement so advising the client.

(E) Any unsolicited written communication prompted by a specific occurrence involving or affecting the intended recipient of the communication or a family member of that person shall disclose how the lawyer obtained the information prompting the communication.

(F) An unsolicited written communication seeking employment by a specific prospective client in a specific matter shall not reveal on the envelope, or on the outside of a self-mailing brochure or pamphlet, the nature of the client's legal problem.

Reenacted June 26, 2008, effective October 1, 2009.

Historical Notes

Supreme Court order dated June 26, 2008, repealing and reenacting the Article XVI, Rule 7 series of the Articles of Incorporation of the Louisiana State Bar Association effective December 1, 2008, was amended by Supreme Court order dated October 31, 2008, changing the effective date to April 1, 2009, and by Supreme Court order dated February 18, 2009, changing the effective date to October 1, 2009.

Rule 7.5. Advertisements in the Electronic Media other than Computer-Accessed Communications

Text effective October 1, 2009

(a) Generally. With the exception of computer-based advertisements (which are subject to the special requirements set forth in Rule 7.6), all advertisements in the electronic media, including but not limited to television and radio, are subject to the requirements of Rule 7.2.

(b) Appearance on Television or Radio. Advertisements on the electronic media such as television and radio shall conform to the requirements of this Rule.

(1) *Prohibited Content.* Television and radio advertisements shall not contain:

(A) any feature, including, but not limited to, background sounds, that is false, misleading or deceptive;

(B) lawyers who are not members of the advertising law firm speaking on behalf of the advertising lawyer or law firm; or

(C) any spokesperson's voice or image that is recognizable to the public in the community where the advertisement appears;

(2) *Permissible Content.* Television and radio advertisements may contain:

(A) images that otherwise conform to the requirements of these Rules;

(B) a lawyer who is a member of the advertising firm personally appearing to speak regarding the legal services the lawyer or law firm is available to perform, the fees to be charged for such services, and the background and experience of the lawyer or law firm; or

(C) a non-lawyer spokesperson speaking on behalf of the lawyer or law firm, as long as the spokesperson is not recognizable to the public in the community where the advertisement appears and that spokesperson shall provide a spoken disclosure identifying the spokesperson as a

spokesperson and disclosing that the spokesperson is not a lawyer.

Reenacted June 26, 2008, effective October 1, 2009.

Historical Notes

Supreme Court order dated June 26, 2008, repealing and reenacting the Article XVI, Rule 7 series of the Articles of Incorporation of the Louisiana State Bar Association effective December 1, 2008, was amended by Supreme Court order dated October 31, 2008, changing the effective date to April 1, 2009, and by Supreme Court order dated February 18, 2009, changing the effective date to October 1, 2009.

Rule 7.6. Computer-Accessed Communications

Text effective October 1, 2009

(a) Definition. For purposes of these Rules, "computer-accessed communications" are defined as information regarding a lawyer's or law firm's services that is read, viewed, or heard directly through the use of a computer. Computer-accessed communications include, but are not limited to, Internet presences such as home pages or World Wide Web sites, unsolicited electronic mail communications, and information concerning a lawyer's or law firm's services that appears on World Wide Web search engine screens and elsewhere.

(b) Internet Presence. All World Wide Web sites and home pages accessed via the Internet that are controlled, sponsored, or authorized by a lawyer or law firm and that contain information concerning the lawyer's or law firm's services:

(1) shall disclose all jurisdictions in which the lawyer or members of the law firm are licensed to practice law;

(2) shall disclose one or more bona fide office location(s) of the lawyer or law firm or, in the absence of a bona fide office, the city or town of the lawyer's primary registration statement address, in accordance with subdivision (a)(2) of Rule 7.2; and

(3) are considered to be information provided upon request and, therefore, are otherwise governed by the requirements of Rule 7.9.

(c) Electronic Mail Communications. A lawyer shall not send, or knowingly permit to be sent, on the lawyer's behalf or on behalf of the lawyer's firm or partner, an associate, or any other lawyer affiliated with the lawyer or the lawyer's firm, an unsolicited electronic mail communication directly or indirectly to a prospective client for the purpose of obtaining professional employment unless:

(1) the requirements of subdivisions (b)(1), (b)(2)(A), (b)(2)(B)(i), (b)(2)(C), (b)(2)(D), (b)(2)(E) and (b)(2)(F) of Rule 7.4 are met;

(2) the communication discloses one or more bona fide office location(s) of the lawyer or lawyers who will actually perform the services advertised or, in the absence of a bona fide office, the city or town of the lawyer's primary registration statement address, in accordance with subdivision (a)(2) of Rule 7.2; and

(3) the subject line of the communication states "LEGAL ADVERTISEMENT."

(d) Advertisements. All computer-accessed communications concerning a lawyer's or law firm's services, other than those subject to subdivisions (b) and (c) of this Rule, are subject to the requirements of Rule 7.2.

Reenacted June 26, 2008, effective October 1, 2009.

Historical Notes

Supreme Court order dated June 26, 2008, repealing and reenacting the Article XVI, Rule 7 series of the Articles of Incorporation of the Louisiana State Bar Association effective December 1, 2008, was amended by Supreme Court order dated October 31, 2008, changing the effective date to April 1, 2009, and by Supreme Court order dated February 18, 2009, changing the effective date to October 1, 2009.

Rule 7.7. Evaluation of Advertisements

Text effective October 1, 2009

(a) Louisiana State Bar Association Rules of Professional Conduct Committee. With respect to said Committee, it shall be the task of the Committee, or any subcommittee designated by the Rules of Professional Conduct Committee (hereinafter collectively referred to as "the Committee"): 1) to evaluate all advertisements filed with the Committee for compliance with the Rules governing lawyer advertising and solicitation and to provide written advisory opinions concerning compliance with those Rules to the respective filing lawyers; 2) to develop a handbook on lawyer advertising for the guidance of and dissemination to the members of the Louisiana State Bar Association; and 3) to recommend, from time to time, such amendments to the Rules of Professional Conduct as the Committee may deem advisable.

(1) *Recusal of Members.* Members of the Committee shall recuse themselves from consideration of any advertisement proposed or used by themselves or by other lawyers in their firms.

(2) *Meetings.* The Committee shall meet as often as is necessary to fulfill its duty to provide prompt opinions regarding submitted advertisements' compliance with the lawyer advertising and solicitation rules.

(3) *Procedural Rules.* The Committee may adopt such procedural rules for its activities as may be required to enable the Committee to fulfill its functions.

(4) *Reports to the Court.* Within six months following the conclusion of the first year of the Committee's evaluation of advertisements in accordance with these Rules, and annually thereafter, the Committee shall submit to the Supreme Court of Louisiana a report detailing the year's activities of the Committee. The report shall include such information as the Court may require.

(b) Advance Written Advisory Opinion. Subject to the exemptions stated in Rule 7.8, any lawyer who advertises services through any public media or through unsolicited written communications sent in compliance with Rule 7.4 or 7.6(c) may obtain a written advisory opinion concerning the compliance of a contemplated advertisement or unsolicited written communication in advance of disseminating the advertisement or communication by submitting to the Committee the material and fee specified in subdivision (d) of this Rule at least thirty days prior to such dissemination. If the Committee finds that the advertisement or unsolicited written communication complies with these Rules, the lawyer's voluntary submission in compliance with this subdivision shall be deemed to satisfy the regular filing requirement set forth below in subdivision (c) of this Rule.

(c) **Regular Filing.** Subject to the exemptions stated in Rule 7.8, any lawyer who advertises services through any public media or through unsolicited written communications sent in compliance with Rule 7.4 or 7.6(c) shall file a copy of each such advertisement or unsolicited written communication with the Committee for evaluation of compliance with these Rules. The copy shall be filed either prior to or concurrently with the lawyer's first dissemination of the advertisement or unsolicited written communication and shall be accompanied by the information and fee specified in subdivision (d) of this Rule. If the lawyer has opted to submit an advertisement or unsolicited written communication in advance of dissemination, in compliance with subdivision (b) of this Rule, and the advertisement or unsolicited written communication is then found to be in compliance with the Rules, that voluntary advance submission shall be deemed to satisfy the regular filing requirement set forth above.

(d) **Contents of Filing.** A filing with the Committee as permitted by subdivision (b) or as required by subdivision (c) shall consist of:

(1) a copy of the advertisement or communication in the form or forms in which it is to be disseminated and is readily-capable of duplication by the Committee (e.g., videotapes, audiotapes, print media, photographs of outdoor advertising, etc.);

(2) a typewritten transcript of the advertisement or communication, if any portion of the advertisement or communication is on videotape, audiotape, electronic/digital media or otherwise not embodied in written/printed form;

(3) a printed copy of all text used in the advertisement;

(4) an accurate English translation, if the advertisement appears or is audible in a language other than English;

(5) a sample envelope in which the written communication will be enclosed, if the communication is to be mailed;

(6) a statement listing all media in which the advertisement or communication will appear, the anticipated frequency of use of the advertisement or communication in each medium in which it will appear, and the anticipated time period during which the advertisement or communication will be used; and

(7) fees paid to the Louisiana State Bar Association, in an amount set by the Supreme Court of Louisiana: (A) for submissions filed prior to or concurrently with the lawyer's first dissemination of the advertisement or unsolicited written communication, as provided in subdivisions (b) and (c); or (B) for submissions not filed until after the lawyer's first dissemination of the advertisement or unsolicited written communication.

(e) **Evaluation of Advertisements.** The Committee shall evaluate all advertisements and unsolicited written communications filed with it pursuant to this Rule for compliance with the applicable rules on lawyer advertising and solicitation. The Committee shall complete its evaluation within thirty days following receipt of a filing unless the Committee determines that there is reasonable doubt that the advertisement or unsolicited written communication is in compliance with the Rules and that further examination is warranted but cannot be completed within the thirty-day period, and so advises the filing lawyer in writing within the thirty-day period. In the latter event, the Committee shall complete its review as promptly as the circumstances reasonably allow. If the Committee does not send any communication in writing to the filing lawyer within thirty days following receipt of the filing, the advertisement or unsolicited written communication will be deemed approved.

(f) **Additional Information.** If the Committee requests additional information, the filing lawyer shall comply promptly with the request. Failure to comply with such requests may result in a finding of noncompliance for insufficient information.

(g) **Notice of Noncompliance; Effect of Continued Use of Advertisement.** When the Committee determines that an advertisement or unsolicited written communication is not in compliance with the applicable Rules, the Committee shall advise the lawyer in writing that dissemination or continued dissemination of the advertisement or unsolicited written communication may result in professional discipline. The Committee shall report to the Office of Disciplinary Counsel a finding under subsections (c) or (f) of this Rule that the advertisement or unsolicited written communication is not in compliance, unless, within ten days of notice from the Committee, the filing lawyer certifies in writing that the advertisement or unsolicited written communication has not and will not be disseminated.

(h) **Committee Determination Not Binding; Evi**dence. A finding by the Committee of either compli-

(b) **Advance Written Advisory Opinion.** Subject to the exemptions stated in Rule 7.8, any lawyer who advertises services through any public media or through unsolicited written communications sent in compliance with Rule 7.4 or 7.6(c) may obtain a written advisory opinion concerning the compliance of a contemplated advertisement or unsolicited written communication in advance of disseminating the advertisement or communication by submitting to the Committee the material and fee specified in subdivision (d) of this Rule at least thirty days prior to such dissemination. If the Committee finds that the advertisement or unsolicited written communication complies with these Rules, the lawyer's voluntary submission in compliance with this subdivision shall be deemed to satisfy the regular filing requirement set forth below in subdivision (c) of this Rule.

(c) **Regular Filing.** Subject to the exemptions stated in Rule 7.8, any lawyer who advertises services through any public media or through unsolicited written communications sent in compliance with Rule 7.4 or 7.6(c) shall file a copy of each such advertisement or unsolicited written communication with the Committee for evaluation of compliance with these Rules. The copy shall be filed either prior to or concurrently with the lawyer's first dissemination of the advertisement or unsolicited written communication and shall be accompanied by the information and fee specified in subdivision (d) of this Rule. If the lawyer has opted to submit an advertisement or unsolicited written communication in advance of dissemination, in compliance with subdivision (b) of this Rule, and the advertisement or unsolicited written communication is then found to be in compliance with the Rules, that voluntary advance submission shall be deemed to satisfy the regular filing requirement set forth above.

(d) **Contents of Filing.** A filing with the Committee as permitted by subdivision (b) or as required by subdivision (c) shall consist of:

(1) a copy of the advertisement or communication in the form or forms in which it is to be disseminated and is readily-capable of duplication by the Committee (e.g., videotapes, audiotapes, print media, photographs of outdoor advertising, etc.);

(2) a typewritten transcript of the advertisement or communication, if any portion of the advertisement or communication is on videotape, audiotape, electronic/digital media or otherwise not embodied in written/printed form;

(3) a printed copy of all text used in the advertisement;

(4) an accurate English translation, if the advertisement appears or is audible in a language other than English;

(5) a sample envelope in which the written communication will be enclosed, if the communication is to be mailed;

(6) a statement listing all media in which the advertisement or communication will appear, the anticipated frequency of use of the advertisement or communication in each medium in which it will appear, and the anticipated time period during which the advertisement or communication will be used; and

(7) fees paid to the Louisiana State Bar Association, in an amount set by the Supreme Court of Louisiana: (A) for submissions filed prior to or concurrently with the lawyer's first dissemination of the advertisement or unsolicited written communication, as provided in subdivisions (b) and (c); or (B) for submissions not filed until after the lawyer's first dissemination of the advertisement or unsolicited written communication.

(e) **Evaluation of Advertisements.** The Committee shall evaluate all advertisements and unsolicited written communications filed with it pursuant to this Rule for compliance with the applicable rules on lawyer advertising and solicitation. The Committee shall complete its evaluation within thirty days following receipt of a filing unless the Committee determines that there is reasonable doubt that the advertisement or unsolicited written communication is in compliance with the Rules and that further examination is warranted but cannot be completed within the thirty-day period, and so advises the filing lawyer in writing within the thirty-day period. In the latter event, the Committee shall complete its review as promptly as the circumstances reasonably allow. If the Committee does not send any communication in writing to the filing lawyer within thirty days following receipt of the filing, the advertisement or unsolicited written communication will be deemed approved.

(f) **Additional Information.** If the Committee requests additional information, the filing lawyer shall comply promptly with the request. Failure to comply with such requests may result in a finding of noncompliance for insufficient information.

(g) **Notice of Noncompliance; Effect of Continued Use of Advertisement.** When the Committee determines that an advertisement or unsolicited written communication is not in compliance with the applicable Rules, the Committee shall advise the lawyer in writing that dissemination or continued dissemination of the advertisement or unsolicited written communication may result in professional discipline. The Committee shall report to the Office of Disciplinary Counsel a finding under subsections (c) or (f) of this Rule that the advertisement or unsolicited written communication is not in compliance, unless, within ten days of notice from the Committee, the filing lawyer certifies in writing that the advertisement or unsolicited written communication has not and will not be disseminated.

(h) **Committee Determination Not Binding; Evidence.** A finding by the Committee of either compli-

ance or noncompliance shall not be binding in a disciplinary proceeding, but may be offered as evidence.

(i) Change of Circumstances; Re-filing Requirement. If a change of circumstances occurring subsequent to the Committee's evaluation of an advertisement or unsolicited written communication raises a substantial possibility that the advertisement or communication has become false, misleading or deceptive as a result of the change in circumstances, the lawyer shall promptly re-file the advertisement or a modified advertisement with the Committee along with an explanation of the change in circumstances and an additional fee as set by the Court.

(j) Maintaining Copies of Advertisements. A copy or recording of an advertisement or written or recorded communication shall be submitted to the Committee in accordance with the requirements of Rule 7.7, and the lawyer shall retain a copy or recording for five years after its last dissemination along with a record of when and where it was used. If identical unsolicited written communications are sent to two or more prospective clients, the lawyer may comply with this requirement by filing a copy of one of the identical unsolicited written communications and retaining for five years a single copy together with a list of the names and addresses of all persons to whom the unsolicited written communication was sent.

Reenacted June 26, 2008, effective October 1, 2009.

Historical Notes

Supreme Court order dated June 26, 2008, repealing and reenacting the Article XVI, Rule 7 series of the Articles of Incorporation of the Louisiana State Bar Association effective December 1, 2008, was amended by Supreme Court order dated October 31, 2008, changing the effective date to April 1, 2009, and by Supreme Court order dated February 18, 2009, changing the effective date to October 1, 2009.

Rule 7.8. Exemptions from the Filing and Review Requirement

Text effective October 1, 2009

The following are exempt from the filing and review requirements of Rule 7.7:

(a) any advertisement or unsolicited written communication that contains only content that is permissible under Rule 7.2(b).

(b) a brief announcement in any public media that identifies a lawyer or law firm as a contributor to a specified charity or as a sponsor of a public service announcement or a specified charitable, community, or public interest program, activity, or event, provided that the announcement contains no information about the lawyer or law firm other than permissible content of advertisements listed in Rule 7.2(b) and the fact of the sponsorship or contribution. In determining whether an announcement is a public service announcement for purposes of this Rule and the Rule setting forth permissible content of advertisements, the following are criteria that may be considered:

(1) whether the content of the announcement appears to serve the particular interests of the lawyer or law firm as much as or more than the interests of the public;

(2) whether the announcement contains information concerning the lawyer's or law firm's area(s) of practice, legal background, or experience;

(3) whether the announcement contains the address or telephone number of the lawyer or law firm;

(4) whether the announcement concerns a legal subject;

(5) whether the announcement contains legal advice; and

(6) whether the lawyer or law firm paid to have the announcement published.

(c) A listing or entry in a law list or bar publication.

(d) A communication mailed only to existing clients, former clients, or other lawyers.

(e) Any written communications requested by a prospective client.

(f) Professional announcement cards stating new or changed associations, new offices, and similar changes relating to a lawyer or law firm, and that are mailed only to other lawyers, relatives, close personal friends, and existing or former clients.

(g) Computer-accessed communications as described in subdivision (b) of Rule 7.6.

Reenacted June 26, 2008, effective October 1, 2009.

Historical Notes

Supreme Court order dated June 26, 2008, repealing and reenacting the Article XVI, Rule 7 series of the Articles of Incorporation of the Louisiana State Bar Association effective December 1, 2008, was amended by Supreme Court order dated October 31, 2008, changing the effective date to April 1, 2009, and by Supreme Court order dated February 18, 2009, changing the effective date to October 1, 2009.

Rule 7.9. Information about a Lawyer's Services Provided upon Request

Text effective October 1, 2009

(a) Generally. Information provided about a lawyer's or law firm's services upon request shall comply with the requirements of Rule 7.2 unless otherwise provided in this Rule 7.9.

(b) Request for Information by Potential Client. Whenever a potential client shall request information regarding a lawyer or law firm for the purpose of making a decision regarding employment of the lawyer or law firm:

(1) The lawyer or law firm may furnish such factual information regarding the lawyer or law firm deemed valuable to assist the client.

(2) The lawyer or law firm may furnish an engagement letter to the potential client; however, if the information furnished to the potential client

includes a contingency fee contract, the top of each page of the contract shall be marked "SAMPLE" in print size at least as large as the largest print used in the contract and the words "DO NOT SIGN" shall appear on the client signature line.

(3) Notwithstanding the provisions of subdivision (c)(1)(D) of Rule 7.2, information provided to a potential client in response to a potential client's request may contain factually verifiable statements concerning past results obtained by the lawyer or law firm, if, either alone or in the context in which they appear, such statements are not otherwise false, misleading or deceptive.

(c) Disclosure of Intent to Refer Matter to Another Lawyer or Law Firm. A statement and any information furnished to a prospective client, as authorized by subdivision (b) of this Rule, that a lawyer or law firm will represent a client in a particular type of matter, without appropriate qualification, shall be presumed to be misleading if the lawyer reasonably believes that a lawyer or law firm not associated with the originally-retained lawyer or law firm will be associated or act as primary counsel in representing the client. In determining whether the statement is misleading in this respect, the history of prior conduct by the lawyer in similar matters may be considered.

Reenacted June 26, 2008, effective October 1, 2009.

Historical Notes

Supreme Court order dated June 26, 2008, repealing and reenacting the Article XVI, Rule 7 series of the Articles of Incorporation of the Louisiana State Bar Association effective December 1, 2008, was amended by Supreme Court order dated October 31, 2008, changing the effective date to April 1, 2009, and by Supreme Court order dated February 18, 2009, changing the effective date to October 1, 2009.

Rule 7.10. Firm Names and Letterhead

Text effective October 1, 2009

(a) False, Misleading, or Deceptive. A lawyer or law firm shall not use a firm name, logo, letterhead, professional designation, trade name or service mark that violates the provisions of these Rules.

(b) Trade Names. A lawyer or law firm shall not practice under a trade name that implies a connection with a government agency, public or charitable services organization or other professional association, that implies that the firm is something other than a private law firm, or that is otherwise in violation of subdivision (c)(1) of Rule 7.2.

(c) Advertising Under Trade Name. A lawyer shall not advertise under a trade or fictitious name, except that a lawyer who actually practices under a trade name as authorized by subdivision (b) may use that name in advertisements. A lawyer who advertises under a trade or fictitious name shall be in violation of this Rule unless the same name is the law firm name that appears on the lawyer's letterhead, business cards, office sign, and fee contracts, and appears with the lawyer's signature on pleadings and other legal documents.

(d) Law Firm with Offices in More Than One Jurisdiction. A law firm with offices in more than one jurisdiction may use the same name in each jurisdiction, but identification of the lawyers in an office of the firm shall indicate the jurisdictional limitations on those not licensed to practice in any jurisdiction where an office is located.

(e) Name of Public Officer or Former Member in Firm Name. The name of a lawyer holding a public office or formerly associated with a firm shall not be used in the name of a law firm, on its letterhead, or in any communications on its behalf, during any substantial period in which the lawyer is not actively and regularly practicing with the firm.

(f) Partnerships and Organizational Business Entities. Lawyers may state or imply that they practice in a partnership or other organizational business entity only when that is the fact.

(g) Deceased or Retired Members of Law Firm. If otherwise lawful and permitted under these Rules, a law firm may use as, or continue to include in, its name, the name or names of one or more deceased or retired members of the law firm, or of a predecessor firm in a continuing line of succession.

Reenacted June 26, 2008, effective October 1, 2009.

Historical Notes

Supreme Court order dated June 26, 2008, repealing and reenacting the Article XVI, Rule 7 series of the Articles of Incorporation of the Louisiana State Bar Association effective December 1, 2008, was amended by Supreme Court order dated October 31, 2008, changing the effective date to April 1, 2009, and by Supreme Court order dated February 18, 2009, changing the effective date to October 1, 2009.

MAINTAINING INTEGRITY OF THE PROFESSION

Rule 8.1. Bar Admission and Disciplinary Matters

An applicant for admission to the bar, or a lawyer in connection with a bar admission application or in connection with a disciplinary matter, shall not:

(a) Knowingly make a false statement of material fact;

(b) Fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter, or knowingly fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this rule does not require disclosure of information otherwise protected by Rule 1.6; or

(c) Fail to cooperate with the Office of Disciplinary Counsel in its investigation of any matter before it except for an openly expressed claim of a constitutional privilege.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 8.2. Judicial and Legal Officials

(a) A lawyer shall not make a statement that the lawyer knows to be false or with reckless disregard as to its truth or falsity concerning the qualifications or integrity of a judge, adjudicatory officer or public legal officer, or of a candidate for election or appointment to judicial or legal office.

(b) A lawyer who is a candidate for judicial office shall comply with the applicable provisions of the Code of Judicial Conduct.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 8.3. Reporting Professional Misconduct

(a) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a question as to the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects, shall inform the Office of Disciplinary Counsel.

(b) A lawyer who knows that a judge has committed a violation of the applicable rules of judicial conduct that raises a question as to the judge's honesty, trustworthiness or fitness for office shall inform the Judiciary Commission. Complaints concerning the conduct of federal judges shall be filed with the appropriate federal authorities in accordance with federal laws and rules governing federal judicial conduct and disability.

(c) This rule does not require the disclosure of information otherwise protected by Rule 1.6 or information gained by a lawyer or judge while participating in an approved lawyers assistance program or while serving as a member of the Ethics Advisory Service Committee.

Reenacted Jan. 20, 2004, effective March 1, 2004. Amended May 12, 2004, effective May 29, 2004.

Rule 8.4. Misconduct

It is professional misconduct for a lawyer to:

(a) Violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

(b) Commit a criminal act especially one that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;

(c) Engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

(d) Engage in conduct that is prejudicial to the administration of justice;

(e) State or imply an ability to influence improperly a judge, judicial officer, governmental agency or official or to achieve results by means that violate the Rules of Professional Conduct or other law;

(f) Knowingly assist a judge or judicial officer in conduct that is a violation of applicable Rules of Judicial Conduct or other law; or

(g) Threaten to present criminal or disciplinary charges solely to obtain an advantage in a civil matter.

Reenacted Jan. 20, 2004, effective March 1, 2004.

Rule 8.5. Disciplinary Authority; Choice of Law

(a) Disciplinary Authority. A lawyer admitted to practice in this jurisdiction is subject to the disciplinary authority of this jurisdiction, regardless of where the lawyer's conduct occurs. A lawyer not admitted in this jurisdiction is also subject to the disciplinary authority of this jurisdiction if the lawyer provides or offers to provide any legal services in this jurisdiction. A lawyer may be subject to the disciplinary authority of both this jurisdiction and another jurisdiction for the same conduct.

(b) Choice of Law. In any exercise of the disciplinary authority of this jurisdiction, the rules of professional conduct to be applied shall be as follows:

(1) for conduct in connection with a matter pending before a tribunal, the rules of the jurisdiction in which the tribunal sits, unless the rules of the tribunal provide otherwise; and

(2) for any other conduct, the rules of the jurisdiction in which the lawyer's conduct occurred, or, if the predominant effect of the conduct is in a different jurisdiction, the rules of that jurisdiction shall be applied to the conduct. A lawyer shall not be subject to discipline if the lawyer's conduct conforms to the rules of a jurisdiction in which the lawyer reasonably believes the predominant effect of the lawyer's conduct will occur.

Reenacted Jan. 20, 2004, effective March 1, 2004. Amended March 8, 2005, effective April 1, 2005.

ARTICLE XVII. AMENDMENTS

Section 1. Amendments

These Articles of Incorporation, except Articles XIV, XV, and XVI, may be amended by a majority vote, by a secret mail ballot, of the members of this Association who actually vote. Such Amendments may be proposed by a majority vote of the House of Delegates or by a majority vote of the members of the Association at the Annual Meeting or on a written petition signed by one hundred (100) members and filed with the Secretary-Treasurer. The details for the balloting, including the time for voting and the contents of the ballot, shall be provided by the Board of Governors.

Articles XIV, XV, and XVI can be amended only by a majority vote of the House of Delegates, approved by the Supreme Court of Louisiana.

Amended Jan. 11, 1977, effective Jan. 26, 1977.

ARTICLE XVIII. PERSONAL LIABILITY OF MEMBERS OF THE BOARD OF GOVERNORS OR OFFICERS

No member of the Board of Governors or officer of this Association shall be personally liable to the Association or its members for monetary damages for

breach of fiduciary duty as a member of the Board of Governors or as an officer, except to the limited extent provided by Louisiana corporation statutes.

Nothing contained herein shall be deemed to abrogate or diminish any exemption from liability or limitation of liability of the members of the Board of Governors or officers of this Association which is provided by law.

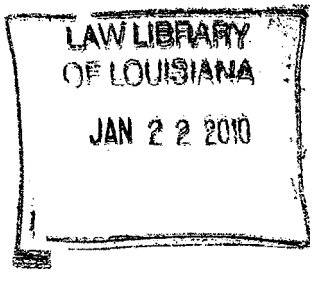
Added Jan. 10, 1991.

SUPPLEMENT TO
LOUISIANA
RULES OF COURT
STATE

JANUARY 2010

NOTICE

This Supplement should be affixed with the peel-off adhesive to the inside back cover of your Louisiana Rules of Court, State, 2009 pamphlet. See Preface for currency information.



WEST®
A Thomson Reuters business

Material #40839478

ARTICLES OF INCORPORATION OF THE LOUISIANA STATE BAR ASSOCIATION

ARTICLE XVI. RULES OF PROFESSIONAL CONDUCT

Reenacted January 20, 2004, effective March 1, 2004

Including Amendments Received Through January 1, 2010

INFORMATION ABOUT LEGAL SERVICES

Repeal and Reenactment

Article XVI, Rule 7 Series of the Articles of Incorporation of the Louisiana State Bar Association, Information About Legal Services, Rules 7.1 through 7.10, was repealed and reenacted effective October 1, 2009.

Rule 7.2. Communications Concerning a Lawyer's Services

The following shall apply to any communication conveying information about a lawyer, a lawyer's services or a law firm's services:

(a) Required Content of Advertisements and Unsolicited Written Communications.

(1) *Name of Lawyer.* All advertisements and unsolicited written communications pursuant to these Rules shall include the name of at least one lawyer responsible for their content.

(2) *Location of Practice.* All advertisements and unsolicited written communications provided for under these Rules shall disclose, by city or town, one or more bona fide office location(s) of the lawyer or lawyers who will actually perform the services advertised. If the office location is outside a city or town, the parish where the office is located must be disclosed. For the purposes of this Rule, a bona fide office is defined as a physical location maintained by the lawyer or law firm where the lawyer or law firm reasonably expects to furnish legal services in a substantial way on a regular and continuing basis, and which physical location shall have at least one lawyer who is regularly and routinely present in that physical location. In the absence of a bona fide office, the lawyer shall disclose the city or town of the primary registration statement address as it appears on the lawyer's annual registration statement. If an advertisement or unsolicited written communication lists a telephone number in connection with a specified geographic area other than an area containing a bona fide office or the lawyer's primary registration statement address, appropriate qualifying language must appear in the advertisement.

(b) Permissible Content of Advertisements and Unsolicited Written Communications. If the content of an advertisement in any public media or unsolicited written communication is limited to the following information, the advertisement or unsolicited written communication is exempt from the filing and review requirement and, if true, shall be presumed not to be misleading or deceptive.

(1) *Lawyers and Law Firms.* A lawyer or law firm may include the following information in advertisements and unsolicited written communications:

(A) subject to the requirements of this Rule and Rule 7.10, the name of the lawyer or law firm, a listing of lawyers associated with the firm, office locations and parking arrangements, disability accommodations, telephone numbers, Web site addresses, and electronic mail addresses, office and telephone service hours, and a designation such as "attorney", "lawyer" or "law firm";

(B) date of admission to the Louisiana State Bar Association and any other bars, current membership or positions held in the Louisiana State Bar Association, its sections or committees, former membership or positions held in the Louisiana State Bar Association, its sections or committees, together with dates of membership, former positions of employment held in the legal profession, together with dates the positions were held, years of experience practicing law, number of lawyers in the advertising law firm, and a listing of federal courts and jurisdictions other than Louisiana where the lawyer is licensed to practice;

(C) technical and professional licenses granted by the State or other recognized licensing authorities and educational degrees received, including dates and institutions;

(D) military service, including branch and dates of service;

(E) foreign language ability;

(F) fields of law in which the lawyer practices, including official certification logos, subject to the requirements of subdivision (c)(5) of this Rule;

(G) prepaid or group legal service plans in which the lawyer participates;

(H) fee for initial consultation and fee schedule, subject to the requirements of subdivisions (c)(6) and (c)(7) of this Rule;

(I) common salutatory language such as "best wishes," "good luck," "happy holidays," or "pleased to announce";

(J) punctuation marks and common typographical marks; and

(K) a photograph or image of the lawyer or lawyers who are members of or employed by the firm against a plain background.

(2) *Public Service Announcements.* A lawyer or law firm may be listed as a sponsor of a public service announcement or charitable, civic, or community program or event as long as the information about the lawyer or law firm is limited to the permissible content set forth in subdivision (b)(1) of this Rule.

(c) Prohibitions and General Rules Governing Content of Advertisements and Unsolicited Written Communications.

(1) *Statements About Legal Services.* A lawyer shall not make or permit to be made a false, misleading or deceptive communication about the lawyer, the lawyer's services or the law firm's services. A communication violates this Rule if it:

(A) contains a material misrepresentation of fact or law

(B) is false, misleading or deceptive;

(C) fails to disclose material information necessary to prevent the information supplied from being false, misleading or deceptive;

(D) contains a reference or testimonial to past successes or results obtained, except as allowed in the Rule regulating information about a lawyer's services provided upon request;

(E) promises results;

(F) states or implies that the lawyer can achieve results by means that violate the Rules of Professional Conduct or other law;

(G) compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated;

(H) contains a paid testimonial or endorsement, unless the fact of payment is disclosed;

(I) includes a portrayal of a client by a non-client without disclaimer of such, as required by Rule 7.2(c)(10), or the depiction of any events or scenes or

pictures that are not actual or authentic without disclaimer of such, as required by Rule 7.2(c)(10);

(J) includes the portrayal of a judge or a jury, the portrayal of a lawyer by a non-lawyer, the portrayal of a law firm as a fictionalized entity, the use of a fictitious name to refer to lawyers not associated together in a law firm, or otherwise implies that lawyers are associated in a law firm if that is not the case;

(K) resembles a legal pleading, notice, contract or other legal document;

(L) utilizes a nickname, moniker, motto or trade name that states or implies an ability to obtain results in a matter; or

(M) fails to comply with Rule 1.8(e)(4)(iii).

(2) *Prohibited Visual and Verbal Portrayals and Illustrations.* A lawyer shall not include in any advertisement or unsolicited written communication any visual or verbal descriptions, depictions, illustrations (including photographs) or portrayals of persons, things, or events that are false, misleading or deceptive.

(3) *Advertising Areas of Practice.* A lawyer or law firm shall not state or imply in advertisements or unsolicited written communications that the lawyer or law firm currently practices in an area of practice when that is not the case.

(4) *Stating or Implying Louisiana State Bar Association Approval.* A lawyer or law firm shall not make any statement that directly or impliedly indicates that the communication has received any kind of approval from The Louisiana State Bar Association.

(5) *Communication of Fields of Practice.* A lawyer may communicate the fact that the lawyer does or does not practice in particular fields of law. A lawyer shall not state or imply that the lawyer is "certified," "board certified," an "expert" or a "specialist" except as follows:

(A) **Lawyers Certified by the Louisiana Board of Legal Specialization.** A lawyer who complies with the Plan of Legal Specialization, as determined by the Louisiana Board of Legal Specialization, may inform the public and other lawyers of the lawyer's certified area(s) of legal practice. Such communications should identify the Louisiana Board of Legal Specialization as the certifying organization and may state that the lawyer is "certified," "board certified," an "expert in (area of certification)" or a "specialist in (area of certification)."

(B) **Lawyers Certified by Organizations Other Than the Louisiana Board of Legal Specialization or Another State Bar.** A lawyer certified by an organization other than the Louisiana Board of Legal Specialization or another state bar may inform the public and other lawyers of the lawyer's certified area(s) of legal practice by stating that the lawyer is "certified," "board certified," an "expert in (area of certification)" or a "specialist in (area of certification)" if:

(i) the lawyer complies with Section 6.2 of the Plan of Legal Specialization for the Louisiana Board of Legal Specialization; and,

(ii) the lawyer includes the full name of the organization in all communications pertaining to such certification.

A lawyer who has been certified by an organization that is accredited by the American Bar Association is not subject to Section 6.2 of the Plan of Legal Specialization.

(C) **Certification by Other State Bars.** A lawyer certified by another state bar may inform the public and other lawyers of the lawyer's certified area(s) of legal practice and may state in communications to the public that the lawyer is "certified," "board certified," an "expert in (area of certification)" or a "specialist in (area of certification)" if:

(i) the state bar program grants certification on the basis of standards reasonably comparable to the standards of the Plan of Legal Specialization, as determined by the Louisiana Board of Legal Specialization; and,

(ii) the lawyer includes the name of the state bar in all communications pertaining to such certification.

(6) *Disclosure of Liability For Expenses Other Than Fees.* Every advertisement and unsolicited written communication that contains information about the lawyer's fee, including those that indicate no fee will be charged in the absence of a recovery, shall disclose wheth-

er the client will be liable for any costs and/or expenses in addition to the fee.

(7) *Period for Which Advertised Fee Must be Honored.* A lawyer who advertises a specific fee or range of fees for a particular service shall honor the advertised fee or range of fees for at least ninety days from the date last advertised unless the advertisement specifies a shorter period; provided that, for advertisements in the yellow pages of telephone directories or other media not published more frequently than annually, the advertised fee or range of fees shall be honored for no less than one year following publication.

(8) *Firm Name.* A lawyer shall not advertise services under a name that violates the provisions of Rule 7.10.

(9) *Language of Required Statements.* Any words or statements required by these Rules to appear in an advertisement or unsolicited written communication must appear in the same language in which the advertisement or unsolicited written communication appears. If more than one language is used in an advertisement or unsolicited written communication, any words or statements required by these Rules must appear in each language used in the advertisement or unsolicited written communication.

(10) *Appearance of Required Statements, Disclosures and Disclaimers.* Any words or statements required by these Rules to appear in an advertisement or unsolicited written communication must be clearly legible if written or intelligible if spoken aloud.

All disclosures and disclaimers required by these Rules shall be clear and conspicuous. Written disclosures and disclaimers shall use a print size at least as large as the largest print size used in the advertisement or unsolicited written communication, and, if televised or displayed electronically, shall be displayed for a sufficient time to enable the viewer to easily see and read the disclosure or disclaimer. Spoken disclosures and disclaimers shall be plainly audible and spoken at the same or slower rate of speed as the other spoken content of the advertisement. All disclosures and disclaimers used in advertisements that are televised or displayed electronically shall be both spoken aloud and written legibly.

(11) *Payment by Non-Advertising Lawyer.* No lawyer shall, directly or indirectly, pay all or a part of the cost of an advertisement by a lawyer not in the same firm.

(12) *Referrals to Another Lawyer.* If the case or matter will be, or is likely to be, referred to another lawyer or law firm, the communication shall include a statement so advising the prospective client.

(13) *Payment for Recommendations; Lawyer Referral Service Fees.* A lawyer shall not give anything of value to a person for recommending the lawyer's services, except that a lawyer may pay the reasonable cost of advertising or written or recorded communication permitted by these Rules, and may pay the usual charges of a lawyer referral service or other legal service organization only as follows:

(A) A lawyer may pay the usual, reasonable and customary charges of a lawyer referral service operated by the Louisiana State Bar Association, any local bar association, or any other not-for-profit organization, provided the lawyer referral service:

(i) refers all persons who request legal services to a participating lawyer;

(ii) prohibits lawyers from increasing their fee to a client to compensate for the referral service charges; and

(iii) fairly and equitably distributes referral cases among the participating lawyers, within their area of practice, by random allotment or by rotation.

Reenacted June 26, 2008, effective October 1, 2009. Amended June 4, 2009, effective October 1, 2009; June 30, 2009, effective October 1, 2009.

Historical Notes

Supreme Court order dated June 26, 2008, repealing and reenacting the Article XVI, Rule 7 series of the Articles of Incorporation of the Louisiana State Bar Association effective December 1, 2008, was amended by Supreme Court order dated October 31, 2008, changing the effective date to April 1, 2009, and by Supreme Court order dated February 18, 2009, changing the effective date to October 1, 2009.

Rule 7.5. Advertisements in the Electronic Media other than Computer-Accessed Communications

Enforcement of Rule 7.5(b)(2)(C) is suspended, until further notice, by order of the Supreme Court of Louisiana, dated September 22, 2009.

(a) Generally. With the exception of computer-based advertisements (which are

subject to the special requirements set forth in Rule 7.6), all advertisements in the electronic media, including but not limited to television and radio, are subject to the requirements of Rule 7.2.

(b) Appearance on Television or Radio. Advertisements on the electronic media such as television and radio shall conform to the requirements of this Rule.

(1) *Prohibited Content.* Television and radio advertisements shall not contain:

(A) any feature, including, but not limited to, background sounds, that is false, misleading or deceptive; or

(B) lawyers who are not members of the advertising law firm speaking on behalf of the advertising lawyer or law firm.

(2) *Permissible Content.* Television and radio advertisements may contain:

(A) images that otherwise conform to the requirements of these Rules;

(B) a lawyer who is a member of the advertising firm personally appearing to speak regarding the legal services the lawyer or law firm is available to perform, the fees to be charged for such services, and the background and experience of the lawyer or law firm; or

(C) a non-lawyer spokesperson speaking on behalf of the lawyer or law firm, as long as that spokesperson shall provide a spoken and written disclosure, as required by Rule 7.2(c)(10), identifying the spokesperson as a spokesperson, disclosing that the spokesperson is not a lawyer and disclosing that the spokesperson is being paid to be a spokesperson, if paid.

Reenacted June 26, 2008, effective October 1, 2009. Amended June 4, 2009, effective October 1, 2009.

Validity

Rule 7.5 (b)(2)(C) has been held unconstitutional in the case of Public Citizen, Inc. v. Louisiana Attorney Disciplinary Bd., 642 F.Supp.2d 539 (E.D. La., Aug. 3, 2009).

Historical Notes

Supreme Court order dated June 26, 2008, repealing and reenacting the Article XVI, Rule 7 series of the Articles of Incorporation of the Louisiana State Bar Association effective December 1, 2008, was amended by Supreme Court order dated October 31, 2008, changing the effective date to April 1, 2009, by Supreme Court order dated February 18, 2009, changing the effective date to October 1, 2009, and by Supreme Court order dated September 22, 2009, suspending the enforcement of Rule 7.5(b)(2)(C) until further notice.

Rule 7.6. Computer-Accessed Communications

Enforcement of Rule 7.6(d) is suspended, until further notice, by order of the Supreme Court of Louisiana, dated September 22, 2009.

(a) Definition. For purposes of these Rules, "computer-accessed communications" are defined as information regarding a lawyer's or law firm's services that is read, viewed, or heard directly through the use of a computer. Computer-accessed communications include, but are not limited to, Internet presences such as home pages or World Wide Web sites, unsolicited electronic mail communications, and information concerning a lawyer's or law firm's services that appears on World Wide Web search engine screens and elsewhere.

(b) Internet Presence. All World Wide Web sites and home pages accessed via the Internet that are controlled, sponsored, or authorized by a lawyer or law firm and that contain information concerning the lawyer's or law firm's services:

(1) shall disclose all jurisdictions in which the lawyer or members of the law firm are licensed to practice law;

(2) shall disclose one or more bona fide office location(s) of the lawyer or law firm or, in the absence of a bona fide office, the city or town of the lawyer's primary registration statement address, in accordance with subdivision (a)(2) of Rule 7.2; and

(3) are considered to be information provided upon request and, therefore, are otherwise governed by the requirements of Rule 7.9.

(c) Electronic Mail Communications. A lawyer shall not send, or knowingly permit to be sent, on the lawyer's behalf or on behalf of the lawyer's firm or partner, an associate, or any other lawyer affiliated with the lawyer or the lawyer's firm, an unsolicited electronic mail communication directly or indirectly to a prospective client for the purpose of obtaining professional employment unless:

(1) the requirements of subdivisions (b)(1), (b)(2)(A), (b)(2)(B)(i), (b)(2)(C), (b)(2)(D), (b)(2)(E) and (b)(2)(F) of Rule 7.4 are met;

(2) the communication discloses one or more bona fide office location(s) of the lawyer or lawyers who will actually perform the services advertised or, in the absence of a bona fide office, the city or town of the lawyer's primary registration statement address, in accordance with subdivision (a)(2) of Rule 7.2; and

(3) the subject line of the communication states "LEGAL ADVERTISEMENT."

(d) Advertisements. All computer-accessed communications concerning a lawyer's or law firm's services, other than those subject to subdivisions (b) and (c) of this Rule, are subject to the requirements of Rule 7.2 when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain.

Reenacted June 26, 2008, effective October 1, 2009. Amended June 4, 2009, effective October 1, 2009.

Validity

Rule 7.6(d) has been held unconstitutional in the case of Public Citizen, Inc. v. Louisiana Attorney Disciplinary Bd., 642 F.Supp.2d 539 (E.D. La., Aug. 4, 2009).

Historical Notes

Supreme Court order dated June 26, 2008, repealing and reenacting the Article XVI, Rule 7 series of the Articles of Incorporation of the Louisiana State Bar Association effective December 1, 2008, was amended by Supreme Court order dated October 31, 2008, changing the effective date to April 1, 2009, by Supreme Court order dated February 18, 2009, changing the effective date to October 1, 2009, and by Supreme Court order dated September 22, 2009, suspending the enforcement of Rule 7.6(d) until further notice.

Rule 7.7. Evaluation of Advertisements

Enforcement of Rule 7.7 as it pertains to filing requirements for Internet advertising is suspended, until further notice, by order of the Supreme Court of Louisiana, dated September 22, 2009.

(a) Louisiana State Bar Association Rules of Professional Conduct Committee. With respect to said Committee, it shall be the task of the Committee, or any subcommittee designated by the Rules of Professional Conduct Committee (hereinafter collectively referred to as "the Committee"): 1) to evaluate all advertisements filed with the Committee for compliance with the Rules governing lawyer advertising and solicitation and to provide written advisory opinions concerning compliance with those Rules to the respective filing lawyers; 2) to develop a handbook on lawyer advertising for the guidance of and dissemination to the members of the Louisiana State Bar Association; and 3) to recommend, from time to time, such amendments to the Rules of Professional Conduct as the Committee may deem advisable.

(1) *Recusal of Members.* Members of the Committee shall recuse themselves from consideration of any advertisement proposed or used by themselves or by other lawyers in their firms.

(2) *Meetings.* The Committee shall meet as often as is necessary to fulfill its duty to provide prompt opinions regarding submitted advertisements' compliance with the lawyer advertising and solicitation rules.

(3) *Procedural Rules.* The Committee may adopt such procedural rules for its activities as may be required to enable the Committee to fulfill its functions.

(4) *Reports to the Court.* Within six months following the conclusion of the first year of the Committee's evaluation of advertisements in accordance with these Rules, and annually thereafter, the Committee shall submit to the Supreme Court of Louisiana a report detailing the year's activities of the Committee. The report shall include such information as the Court may require.

(b) Advance Written Advisory Opinion. Subject to the exemptions stated in Rule 7.8, any lawyer who advertises services through any public media or through unsolicited written communications sent in compliance with Rule 7.4 or 7.6(c) may obtain a written advisory opinion concerning the compliance of a contemplated advertisement or unsolicited written communication in advance of disseminating the advertisement or communication by submitting to the Committee the material and fee specified in subdivision (d) of this Rule at least thirty days prior to such dissemination. If the Committee finds that the advertisement or unsolicited written communication complies with these Rules, the lawyer's voluntary submission in compliance with this subdivision shall be deemed to satisfy the regular filing requirement set forth below in subdivision (c) of this Rule.

(c) **Regular Filing.** Subject to the exemptions stated in Rule 7.8, any lawyer who advertises services through any public media or through unsolicited written communications sent in compliance with Rule 7.4 or 7.6(c) shall file a copy of each such adver-

tisement or unsolicited written communication with the Committee for evaluation of compliance with these Rules. The copy shall be filed either prior to or concurrently with the lawyer's first dissemination of the advertisement or unsolicited written communication and shall be accompanied by the information and fee specified in subdivision (d) of this Rule. If the lawyer has opted to submit an advertisement or unsolicited written communication in advance of dissemination, in compliance with subdivision (b) of this Rule, and the advertisement or unsolicited written communication is then found to be in compliance with the Rules, that voluntary advance submission shall be deemed to satisfy the regular filing requirement set forth above.

(d) Contents of Filing. A filing with the Committee as permitted by subdivision (b) or as required by subdivision (c) shall consist of:

(1) a copy of the advertisement or communication in the form or forms in which it is to be disseminated and is readily-capable of duplication by the Committee (e.g., videotapes, audiotapes, print media, photographs of outdoor advertising, etc.);

(2) a typewritten transcript of the advertisement or communication, if any portion of the advertisement or communication is on videotape, audiotape, electronic/digital media or otherwise not embodied in written/printed form;

(3) a printed copy of all text used in the advertisement;

(4) an accurate English translation, if the advertisement appears or is audible in a language other than English;

(5) a sample envelope in which the written communication will be enclosed, if the communication is to be mailed;

(6) a statement listing all media in which the advertisement or communication will appear, the anticipated frequency of use of the advertisement or communication in each medium in which it will appear, and the anticipated time period during which the advertisement or communication will be used; and

(7) fees paid to the Louisiana State Bar Association, in an amount set by the Supreme Court of Louisiana: (A) for submissions filed prior to or concurrently with the lawyer's first dissemination of the advertisement or unsolicited written communication, as provided in subdivisions (b) and (c); or (B) for submissions not filed until after the lawyer's first dissemination of the advertisement or unsolicited written communication.

(e) Evaluation of Advertisements. The Committee shall evaluate all advertisements and unsolicited written communications filed with it pursuant to this Rule for compliance with the applicable rules on lawyer advertising and solicitation. The Committee shall complete its evaluation within thirty days following receipt of a filing unless the Committee determines that there is reasonable doubt that the advertisement or unsolicited written communication is in compliance with the Rules and that further examination is warranted but cannot be completed within the thirty-day period, and so advises the filing lawyer in writing within the tbirty-day period. In the latter event, the Committee shall complete its review as promptly as the circumstances reasonably allow. If the Committee does not send any communication in writing to the filing lawyer within thirty days following receipt of the filing, the advertisement or unsolicited written communication will be deemed approved.

(f) Additional Information. If the Committee requests additional information, the filing lawyer shall comply promptly with the request. Failure to comply with such requests may result in a finding of non-compliance for insufficient information.

(g) Notice of Noncompliance; Effect of Continued Use of Advertisement. When the Committee determines that an advertisement or unsolicited written communication is not in compliance with the applicable Rules, the Committee shall advise the lawyer in writing that dissemination or continued dissemination of the advertisement or unsolicited written communication may result in professional discipline. The Committee shall report to the Office of Disciplinary Counsel a finding under subsections (c) or (f) of this Rule that the advertisement or unsolicited written communication is not in compliance, unless, within ten days of notice from the Committee, the filing lawyer certifies in writing that the advertisement or unsolicited written communication has not and will not be disseminated.

(h) Committee Determination Not Binding; Evidence. A finding by the Committee of either compliance or noncom-

pliance shall not be binding in a disciplinary proceeding, but may be offered as evidence.

(i) Change of Circumstances; Re-filing Requirement. If a change of circumstances occurring subsequent to the Committee's evaluation of an advertisement or unsolicited written communication raises a substantial possibility that the advertisement or communication has become false, misleading or deceptive as a result of the change in circumstances, the lawyer shall promptly re-file the advertisement or a modified advertisement with the Committee along with an explanation of the change in circumstances and an additional fee as set by the Court.

(j) Maintaining Copies of Advertisements. A copy or recording of an advertisement or written or recorded communication shall be submitted to the Committee in accordance with the requirements of Rule 7.7, and the lawyer shall retain a copy or recording for five years after its last dissemination along with a record of when and where it was used. If identical unsolicited written communications are sent to two or more prospective clients, the lawyer may comply with this requirement by filing a copy of one of the identical unsolicited written communications and retaining for five years a single copy together with a list of the names and addresses of all persons to whom the unsolicited written communication was sent.

Reenacted June 26, 2008, effective October 1, 2009.

Validity

Rule 7.7 as it pertains to filing requirements for Internet advertising has been held unconstitutional in the case of Public Citizen, Inc. v. Louisiana Attorney Disciplinary Bd., 642 F.Supp.2d 539 (E.D. La., Aug. 3, 2009).

Historical Notes

Supreme Court order dated June 26, 2008, repealing and reenacting the Article XVI, Rule 7 series of the Articles of Incorporation of the Louisiana State Bar Association effective December 1, 2008, was amended by Supreme Court order dated October 31, 2008, changing the effective date to April 1, 2009, by Supreme Court order dated February 18, 2009, changing the effective date to October 1, 2009, and by Supreme Court order dated September 22, 2009, suspending the enforcement of Rule 7.7 as it pertains to filing requirements for Internet advertisements until further notice.

WAIVER OF STATUTE OF LIMITATIONS

1. I, G. Thomas Porteous, Jr., have been advised by my attorney, Kyle Shonekas, that I am a target of a federal grand jury investigation with respect to a number of matters, including but not limited to possible violations of Title 18, United States Code, Sections 152 (bankruptcy fraud), 201 (bribery and gratuities), 208 (criminal conflict of interest), 401 (criminal contempt), 1001 (false statement), and 1341, 1343, and 1346 (honest services mail and wire fraud).

2. I have been advised by my attorney and understand that under federal law, as set forth in Title 18, United States Code, Section 3282, the statute of limitations for the offenses described above is five (5) years from the date on which the crimes were committed, unless there is an agreement by the person to be charged that charges may be brought after that date. I further understand that, absent such agreement on my part, I could not be prosecuted for any offenses after the five-year period expires.

3. On April 5, 2006, I agreed to a tolling of the applicable statute of limitations from April 5, 2006, to and including June 5, 2006, which on May 26, 2006, I agreed to extend to and including July 7, 2006. By this writing I agree to an additional extension of the tolling of the applicable statute of limitations from April 5, 2006, to and including September 8, 2006.

4. I understand that by agreeing to waive and not to assert the claim of the statute of limitations, I am giving up my right to be charged within five (5) years of the date of the alleged acts constituting the violations. By signing this document, I knowingly

Received: Apr 5 2006 03:30pm
FROM (WED) 4. 5'06 15:37/ST. 15:36/NO. 4861219652 P 4

5. I understand that nothing herein has the effect of extending or reviving any such period of limitations that has already expired prior to April 5, 2006.

6. I have discussed this matter with my attorney, Kyle Shonekas, and he and I fully understand the consequences of this waiver. No promises, representations, or inducements of any kind other than those set forth herein have been made to me in connection with this waiver.

Signed this 5th day of April, 2006.

Peter Ainsworth
Deputy Chief
Daniel A. Petalas
Trial Attorney
Public Integrity Section
Criminal Division

G. Thomas Porteous, Jr.

Kyle Shonekas, attorney for
G. Thomas Porteous, Jr.

WAIVER OF STATUTE OF LIMITATIONS

1. I, G. Thomas Porteous, Jr., have been advised by my attorney, Kyle Shonekas, that I am a target of a federal grand jury investigation with respect to a number of matters, including but not limited to possible violations of Title 18, United States Code, Sections 152 (bankruptcy fraud) , 201 (bribery and gratuities), 206 (criminal conflict of interest) , 401 (criminal contempt), 1001 (false statement), and 1341, 1343, and 1346 (honest services main and wire fraud).

2. I have been advised by my attorney and understand that under federal law, as set forth in Title 18, United States Code, Section 3282, the statute of limitations for the offenses described above is five (5) years from the date on which the crimes were committed, unless there is an agreement by the person to be charged that charges may be brought after that date. I further understand that, absent such agreement on my part, I could not be prosecuted for any offenses after the five-year period expires.

3. I agree co a tolling of the applicable statute of limitations from April 5, 2006, to and including June 5, 2006.

4. I understand that by agreeing to waive and not Lo assert the claim of the statute of limitations, I am giving up my right. to be charged within five (5) years of the date of the alleged acts constituting the violations. By signing this document, I knowingly and voluntarily waive any rights I may have under the statute of limitations regarding charges which may result from the grand jury investigation described in this document, provided that Such charges are brought on or before June 5, 2006.

5. I understand that nothing herein has the effect of extending or reviving any such period of limitations that has already expired prior to April 5, 2006.

6. I have discussed this matter with my attorney, Kyle Shonekas, and he and I fully understand the consequences of this waiver. No promises, representations, or inducements of any kind other than those set forth herein have been made to me in connection with this waiver.

Signed this 5th day of April, 2006.

Peter Ainsworth
Deputy Chief
Daniel A. Petalas
Trial Attorney
Public Integrity Section
Criminal Division

G. Thomas Porteous, Jr.

Kyle Shonekas, attorney for
G. Thomas Porteous, Jr.

Received: Apr 5 2006 03:30pm
FROM (WED) 4. 5'06 15:36/ST. 15:36/NO. 4861219652 P 3

WAIVER OF STATUTE OF LIMITATIONS

1. I, G. Thomas Porteous, Jr., have been advised by my attorney, Kyle Shonekas, that I am a target of a federal grand jury investigation with respect to a number of matters, including but not limited to possible violations of Title 18, United States Code, Sections 152 (bankruptcy fraud), 201 (bribery and gratuities), 208 (criminal conflict of interest), 401 (criminal contempt), 1001 (false statement), and 1341, 1343, and 1346 (honest services mail and wire fraud).

2. I have been advised by my attorney and understand that under federal law, as set forth in Title 18, United States Code, Section 3282, the statute of limitations for the offenses described above is five (5) years from the date on which the crimes were committed, unless there is an agreement by the person to be charged that charges may be brought after that date. I further understand that, absent such agreement on my part, I could not be prosecuted for any offenses after the five-year period expires.

3. I agree to a tolling of the applicable statute of limitations from April 5, 2006, to and including June 5, 2006.

4. I understand that by agreeing to waive and not to assert the claim of the statute of limitations, I am giving up my right to be charged within five (5) years of the date of the alleged acts constituting the violations. By signing this document, I knowingly and voluntarily waive any rights I may have under the statute of limitations regarding charges which may result from the grand jury investigation described in this document, provided that such charges are brought on or before June 5, 2006.

and voluntarily waive any rights I may have under the statute of limitations regarding charges which may result from the grand jury investigation described in this document, provided that such charges are brought on or before September 8, 2006.

5. I understand that nothing herein has the effect of extending or reviving any such period of limitations that has already expired prior to April 5, 2006.

6. I have discussed this matter with my attorney, Kyle Shonekas, and he and I fully understand the consequences of this waiver. No promises, representations, or inducements of any kind other than those set forth herein have been made to me in connection with this waiver.

Signed this 22 day of June, 2006.

Peter Ainsworth
Deputy Chief
Daniel A. Petalas
Trial Attorney
Public Integrity Section
Criminal Division

G. Thomas Porteous, Jr.

Kyle Shonekas, attorney for
G. Thomas Porteous, Jr.

WAIVER OF STATUTE OF LIMITATIONS

1. I, G. Thomas Porteous, Jr., have been advised by my attorney, Kyle Shonekas, that I am a target of a federal grand jury investigation with respect to a number of matters, including but not limited to possible violations of Title 18, United States Code, Sections 152 (bankruptcy fraud), 201 (bribery and gratuities), 208 (criminal conflict of interest), 401 (criminal contempt), 1001 (false statement), and 1341, 1343, and 1346 (honest services mail and wire fraud).

2. I have been advised by my attorney and understand that under federal law, as set forth in Title 18, United States Code, Section 3282, the statute of limitations for the offenses described above is five (5) years from the date on which the crimes were committed, unless there is an agreement by the person to be charged that charges may be brought after that date. I further understand that, absent such agreement on my part, I could not be prosecuted for any offenses after the five-year period expires.

3. On April 5, 2006, I agreed to a tolling of the applicable statute of limitations from April 5, 2006, to and including June 5, 2006, which on May 26, 2006, I agreed to extend to and including July 7, 2006. By this writing I agree to an additional extension of the tolling of the applicable statute of limitations from April 5, 2006, to and including September 8, 2006.

4. I understand that by agreeing to waive and not to assert the claim of the statute of limitations, I am giving up my right to be charged within five (5) years of the date of the alleged acts constituting the violations. By signing this document, I knowingly and voluntarily waive any rights I may have under the statute of limitations regarding charges which may result from the grand jury investigation described in this document, provided that such charges are brought on or before September 8, 2006.

5. I understand that nothing herein has the effect of extending or reviving any such period of limitations that has already expired prior to April 5, 2006.

6. I have discussed this matter with my attorney, Kyle Shonekas, and he and I fully understand the consequences of this waiver. No promises, representations, or inducements of any kind other than those set forth herein have been made to me in connection with this waiver.

Signed this 2nd day of June, 2006.

Peter Ainsworth
Deputy Chief
Daniel A. Petalas
Trial Attorney
Public Integrity Section
Criminal Division

G. Thomas Porteous, Jr.

Kyle Shonekas, attorney for
G. Thomas Porteous, Jr.

WAIVER OF STATUTE OF LIMITATIONS

1. I, G. Thomas Porteous, Jr., have been advised by my attorney, Kyle Schonekas, that I am a target of a federal grand jury investigation with respect to a number of matters, including but not limited to possible violations of Title 18, United States Code, Sections 152 (bankruptcy fraud), 201 (bribery and gratuities), 208 (criminal conflict of interest), 401 (criminal contempt), 1001 (false statement), and 1341, 1343, and 1346 (honest services mail and wire fraud).

2. I have been advised by my attorney and understand that under federal law, as set forth in Title 18, United States Code, Section 3282, the statute of limitations for the offenses described above is five (5) years from the date on which the crimes were committed, unless there is an agreement by the person to be charged that charges may be brought after that date. I further understand that, absent such agreement on my part, I could not be prosecuted for any offenses after the five-year period expires.

3. I previously have agreed to a tolling of the applicable statute of limitations from April 5, 2006, to and including October 27, 2006. By this writing I agree to an additional extension of the tolling of the applicable statute of limitations from April 5, 2006, to and including December 1, 2006.

4. I understand that by agreeing to waive and not to assert the claim of the statute of limitations, I am giving up my right to be charged within five (5) years of the date of the alleged acts constituting the violations. By signing this document, I knowingly and voluntarily waive any rights I may have under the statute of

limitations regarding charges which may result from the grand jury investigation described in this document, provided that such charges are brought on or before December 1, 2006.

5. I understand that nothing herein has the effect of extending or reviving any such period of limitations that has already expired prior to April 5, 2006.

6. I have discussed this matter with my attorney, Kyle Schonekas, and he and I fully understand the consequences of this waiver. No promises, representations, or inducements of any kind other than those set forth herein have been made to me in connection with this waiver.

Signed this 16th day of October, 2006.

Peter Ainsworth
Deputy Chief
Daniel A. Petalas
Trial Attorney
Public Integrity Section
Criminal Division

G. Thomas Porteous, Jr.

Kyle Schonekas, attorney for
G. Thomas Porteous, Jr.

WAIVER OF STATUTE OF LIMITATIONS

1. I, G. Thomas Porteous, Jr., have been advised by my attorney, Kyle Schonekas, that I am a target of a federal grand jury investigation with respect to a number of matters, including but not limited to possible violations of Title 18, United States Code, Sections 152 (bankruptcy fraud), 201 (bribery and gratuities), 208 (criminal conflict of interest), 401 (criminal contempt), 1001 (false statement), and 1341, 1343, and 1346 (honest services mail and wire fraud).

2. I have been advised by my attorney and understand that under federal law, as set forth in Title 18, United States Code, Section 3282, the statute of limitations for the offenses described above is five (5) years from the date, on which the crimes were committed, unless there is an agreement by the person to be charged that charges may be brought after that date. I further understand that, absent such agreement on my part, I could not be prosecuted for any offenses after the five-year period expires.

3. I previously have agreed to a tolling of the applicable statute of limitations from April 5, 2006, to and including October 27, 2006. By this writing I agree to an additional extension of the tolling of the applicable statute of limitations from April 5, 2006, to and including December 1, 2006.

4. I understand that by agreeing to waive and not to assert the claim of the statute of limitations, I am giving up my right to be charged within five (5) years of the date of the alleged acts constituting the violations. By signing this document, I knowingly and voluntarily waive any rights I may have under the statute of limitations regarding charges which may result from the grand jury investigation described in this document, provided that such charges are brought on or before December 1, 2006.

5. I understand that nothing herein has the effect of extending or reviving any such period of limitations that has already expired prior to April 5, 2006.

6. I have discussed this matter with my attorney, Kyle Schonekas, and he and I fully understand the consequences of this waiver. No promises, representations, or inducements of any kind other than those set forth herein have been made to me in connection with this waiver.

Signed this 16th day of October, 2006.

Peter Ainsworth
Deputy Chief
Daniel A. Petalas
Trial Attorney
Public Integrity Section
Criminal Division

G. Thomas Porteous, Jr.

Kyle Schonekas, attorney for
G. Thomas Porteous, Jr.

Twenty-Fourth Judicial District Court

Seniority List of Judges

8-Jan-09

Date of Office		Judge	Chief Judge	Division	Status
		Prentice Edrington, Sr.		A	1920-1924
?		John Fleury			
22-Dec-24		L. Robert Rivard		A	
1-Aug-44		Leo W. McCune		B	
16-Feb-51		L. Julian Samuel		A	Crt. of Appeals
31-Mar-55		John C. Boutall		C	Deceased
26-Sep-60	18-Dec-70	Edward J.Stoulig		A	Crt. of Appeals
* 14-Dec-60		Robert G. Hughes		D	
* 30-Dec-60		Frederick J. R. Heebe		B	U.S. District Crt.
1-Dec-64		Fred S. Bowes	1974 - 1978	E	Deceased
27-May-66		Frank V. Zaccaria	10/1976 - 10/1977	B	Deceased
12-Dec-66		Floyd W. Newlin	10/1977 - 10/1978	F	
12-Dec-66		H. Charles Gaudin		G	Crt. of Appeals
15-Sep-69		Gordon L. Bynum		D	Deceased
4-Jan-71		Louis G. DeSonier,Jr.	10/1978 - 10/1979	A	
4-Jan-71		Nestor L. Currault, Jr.	10/1979 - 10/1980	C	Crt. of Appeals
16-Oct-72		Thomas C. Wicker, Jr.		H	Crt. of Appeals
8-Dec-72	7-Apr-89	Wallace C. LeBrun		I	Deceased
20-May-75	19-Oct-90	Alvin Rudy Eason	1983	K	Deceased
27-Jun-75		Patrick E. Carr		J	Deceased
28-May-78		Walter E. Kollin	1984	D	Retired
1-Jan-79		Lionel R. Collins	1985	L	Deceased
1-Jan-79		Robert J. Burns	1986	M	Retired
31-Dec-79		Jacob L. Karno	1987	J	Retired
1-Jan-82		James L. Cannella	1989	N	Crt. of Appeals
1-Jan-82		Ronald P. Lourniet	1988	O	Retired
* 5-Mar-82		Roy L. Price		A	
30-Jun-82		Clarence E. McManus	1990	E	Crt. of Appeals
29-Jul-82		M. Joseph Tiemann	1991	G	Retired
4-Aug-82	31-Dec-91	Joseph F. Grefer		C	Retired - Drug Crt.
19-Dec-84		G. Thomas Porteous, Jr.	1992	A	U.S. District Crt.
31-Jan-86		Ernest V. Richards, IV	1993	B	Retired
28-Apr-86	6-Jun-93	Hubert A. Vondenstein		H	Deceased
18-Dec-87	22-Jan-88	Patrick J. McCabe	1/1994 -12/1995	F	
2-Nov-88		Charles V. Cusimano, II	1/1996 - 12/1997	L	Retired
18-Dec-90	1-Jan-91	Jo Ellen Grant	1/1998 - 12/1999	I	Retired
29-Dec-90	1-Jan-91	Martha Sassone	1/2000 - 12/2001	K	Defeated 11/04/2009
21-Sep-92		Susan M. Chehardy		N	Crt. of Appeals
9-Oct-92		Melvin C. Zeno	1/2002 - 12/2004	P	Retired
23-Oct-92		Alan J. Green		C	Removed from bench
25-May-94		Kernan A. Hand		H	Retired
2-May-95		Walter J. Rothschild		A	Crt. of Appeals
1-Jan-97		Sheldon G. Fernandez		J	Deceased
30-Dec-96	1-Jan-97	Robert A. Pitre, Jr.	1/2005 - 12/2007	G	
27-Dec-96	1-Jan-97	Henry G. Sullivan, Jr.	1/2008 - 12/2009	M	
27-Dec-96	1-Jan-97	Robert M. Murphy	1/2010 -	D	
1-Jan-97		Fredericka H. Wicker		B	Crt. of Appeals
1-Jan-97		Marion F. Edwards		O	Crt. of Appeals
5-Apr-99		Ronald D. Bodenheimer		N	Did not seek re-election
7-May-99		Ross P. LaDart		O	
13-Oct-00		Greg Gerard Guidry		E	Crt. Of Appeals
23-Oct-00		Stephen J. Windhorst		J	
31-May-01		Joan S. Benge		A	Removed
26-Nov-02		Hans J. Liljeberg		N	
11-Apr-06		June Berry Darensburg		C	
10-Oct-06		Cornelius E. Regan		B	
2-Mar-07		John J. Molaison, Jr.		E	
30-Nov-07		Donald A. Rowan, Jr		L	
1-Jan-09		Glenn B. Ansardi		H	
1-Jan-09		Ellen Shirer Kovach		K	
1-Jan-09		Nancy A. Miller		I	
1-Jan-09		Lee V. Faulkner, Jr.		P	
28-May-10		Raymond S. Steib, Jr		A	

PORT Exhibit 1007

24th Judicial District Court
Judges by Year
1924 - 2010

	1924	1944	1951	1955	1960	1964	1966	1969	1971
A	L. Robert Rivard	L. Robert Rivard	L. Julian Samuel	L. Julian Samuel	Edward J.Stoulig	Edward J.Stoulig	Edward J.Stoulig	Edward J.Stoulig	Louis G. DeSonier,Jr.
B		Leo W. McCune	Leo W. McCune	Leo W. McCune	Frederick J. R. Heebe	Frederick J. R. Heebe	Frank V. Zaccaria	Frank V. Zaccaria	Frank V. Zaccaria
C				John C. Boutall	John C. Boutall	John C. Boutall	John C. Boutall	John C. Boutall	Nestor L. Currault, Jr.
D					Robert G. Hughes	Robert G. Hughes	Robert G. Hughes	Gordon L. Bynum	Gordon L. Bynum
E						Fred S. Bowes	Fred S. Bowes	Fred S. Bowes	Fred S. Bowes
F							Floyd W. Newlin	Floyd W. Newlin	Floyd W. Newlin
G							H. Charles Gaudin	H. Charles Gaudin	H. Charles Gaudin
H									
I									
J									
K									
L									
M									
N									
O									
P									

24th Judicial District Court
Judges by Year
1924 - 2010

	1972	1975	1978	1979	1982	1984	1986
A	Louis G. DeSonier,Jr.	Louis G. DeSonier,Jr.	Louis G. DeSonier,Jr.	Louis G. DeSonier,Jr.	Roy L. Price	G. Thomas Porteous, Jr.	G. Thomas Porteous, Jr.
B	Frank V. Zaccaria	Frank V. Zaccaria	Frank V. Zaccaria	Frank V. Zaccaria	Frank V. Zaccaria	Frank V. Zaccaria	Ernest V. Richards, IV
C	Nestor L. Currault, Jr.	Nestor L. Currault, Jr.	Nestor L. Currault, Jr.	Nestor L. Currault, Jr.	Joseph F. Grefer	Joseph F. Grefer	Joseph F. Grefer
D	Gordon L. Bynum	Gordon L. Bynum	Walter E. Kollin	Walter E. Kollin	Walter E. Kollin	Walter E. Kollin	Walter E. Kollin
E	Fred S. Bowes	Fred S. Bowes	Fred S. Bowes	Fred S. Bowes	Clarence E. McManus	Clarence E. McManus	Clarence E. McManus
F	Floyd W. Newlin	Floyd W. Newlin	Floyd W. Newlin	Floyd W. Newlin	Floyd W. Newlin	Floyd W. Newlin	Floyd W. Newlin
G	H. Charles Gaudin	H. Charles Gaudin	H. Charles Gaudin	H. Charles Gaudin	M. Joseph Tiemann	M. Joseph Tiemann	M. Joseph Tiemann
H	Thomas C. Wicker, Jr.	Thomas C. Wicker, Jr.	Thomas C. Wicker, Jr.	Thomas C. Wicker, Jr.	Thomas C. Wicker, Jr.	Thomas C. Wicker, Jr.	Hubert A. Vondenstein
I	Wallace C. LeBrun	Wallace C. LeBrun	Wallace C. LeBrun	Wallace C. LeBrun	Wallace C. LeBrun	Wallace C. LeBrun	Wallace C. LeBrun
J		Patrick E. Carr	Patrick E. Carr	Jacob L. Karno	Jacob L. Karno	Jacob L. Karno	Jacob L. Karno
K		Alvin Rudy Eason	Alvin Rudy Eason	Alvin Rudy Eason	Alvin Rudy Eason	Alvin Rudy Eason	Alvin Rudy Eason
L				Lionel R. Collins	Lionel R. Collins	Lionel R. Collins	Lionel R. Collins
M				Robert J. Burns	Robert J. Burns	Robert J. Burns	Robert J. Burns
N					James L. Cannella	James L. Cannella	James L. Cannella
O					Ronald P. Loumiet	Ronald P. Loumiet	Ronald P. Loumiet
P							

24th Judicial District Court
Judges by Year
1924 - 2010

	1987	1988	1991	1992	1994	1995	1997
A	G. Thomas Porteous, Jr.	G. Thomas Porteous, Jr.	G. Thomas Porteous, Jr.	G. Thomas Porteous, Jr.	G. Thomas Porteous, Jr.	Walter J. Rothschild	Walter J. Rothschild
B	Ernest V. Richards, IV	Ernest V. Richards, IV	Ernest V. Richards, IV	Ernest V. Richards, IV	Ernest V. Richards, IV	Ernest V. Richards, IV	Fredericka H. Wicker
C	Joseph F. Grefer	Joseph F. Grefer	Joseph F. Grefer	Alan J. Green	Alan J. Green	Alan J. Green	Alan J. Green
D	Walter E. Kollin	Walter E. Kollin	Walter E. Kollin	Walter E. Kollin	Walter E. Kollin	Walter E. Kollin	Robert M. Murphy
E	Clarence E. McManus	Clarence E. McManus	Clarence E. McManus	Clarence E. McManus	Clarence E. McManus	Clarence E. McManus	Clarence E. McManus
F	Patrick J. McCabe	Patrick J. McCabe	Patrick J. McCabe	Patrick J. McCabe	Patrick J. McCabe	Patrick J. McCabe	Patrick J. McCabe
G	M. Joseph Tiemann	M. Joseph Tiemann	M. Joseph Tiemann	M. Joseph Tiemann	M. Joseph Tiemann	M. Joseph Tiemann	Robert A. Pitre, Jr.
H	Hubert A. Vondenstein	Hubert A. Vondenstein	Hubert A. Vondenstein	Hubert A. Vondenstein	Kernan A. Hand	Kernan A. Hand	Kernan A. Hand
I	Wallace C. LeBrun	Wallace C. LeBrun	Jo Ellen Grant	Jo Ellen Grant	Jo Ellen Grant	Jo Ellen Grant	Jo Ellen Grant
J	Jacob L. Karno	Jacob L. Karno	Jacob L. Karno	Jacob L. Karno	Jacob L. Karno	Jacob L. Karno	Sheldon G. Fernandez
K	Alvin Rudy Eason	Alvin Rudy Eason	Martha Sassone	Martha Sassone	Martha Sassone	Martha Sassone	Martha Sassone
L	Lionel R. Collins	Charles V. Cusimano, II	Charles V. Cusimano, II	Charles V. Cusimano, II	Charles V. Cusimano, II	Charles V. Cusimano, II	Charles V. Cusimano, II
M	Robert J. Burns	Robert J. Burns	Robert J. Burns	Robert J. Burns	Robert J. Burns	Robert J. Burns	Henry G. Sullivan, Jr.
N	James L. Cannella	James L. Cannella	James L. Cannella	Susan M. Chehardy	Susan M. Chehardy	Susan M. Chehardy	Susan M. Chehardy
O	Ronald P. Loumiet	Ronald P. Loumiet	Ronald P. Loumiet	Ronald P. Loumiet	Ronald P. Loumiet	Ronald P. Loumiet	Marion F. Edwards
P				Melvin C. Zeno	Melvin C. Zeno	Melvin C. Zeno	Melvin C. Zeno

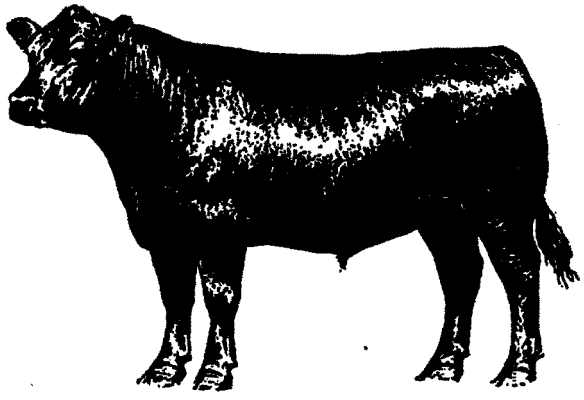
24th Judicial District Court
Judges by Year
1924 - 2010

	1999	2000	2001	2002	2006	2007	2009
A	Walter J. Rothschild	Walter J. Rothschild	Joan S. Benge	Joan S. Benge	Joan S. Benge	Joan S. Benge	Joan S. Benge
B	Fredericka H. Wicker	Fredericka H. Wicker	Fredericka H. Wicker	Fredericka H. Wicker	Cornelius E. Regan	Cornelius E. Regan	Cornelius E. Regan
C	Alan J. Green	Alan J. Green	Alan J. Green	Alan J. Green	June Berry Darensburg	June Berry Darensburg	June Berry Darensburg
D	Robert M. Murphy	Robert M. Murphy	Robert M. Murphy	Robert M. Murphy	Robert M. Murphy	Robert M. Murphy	Robert M. Murphy
E	Clarence E. McManus	Greg Gerard Guidry	Greg Gerard Guidry	Greg Gerard Guidry	Greg Gerard Guidry	John J. Molaison, Jr.	John J. Molaison, Jr.
F	Patrick J. McCabe	Patrick J. McCabe	Patrick J. McCabe	Patrick J. McCabe	Patrick J. McCabe	Patrick J. McCabe	Patrick J. McCabe
G	Robert A. Pitre, Jr.	Robert A. Pitre, Jr.	Robert A. Pitre, Jr.	Robert A. Pitre, Jr.	Robert A. Pitre, Jr.	Robert A. Pitre, Jr.	Robert A. Pitre, Jr.
H	Kernan A. Hand	Kernan A. Hand	Kernan A. Hand	Kernan A. Hand	Kernan A. Hand	Kernan A. Hand	Glenn B. Ansardi
I	Jo Ellen Grant	Jo Ellen Grant	Jo Ellen Grant	Jo Ellen Grant	Jo Ellen Grant	Jo Ellen Grant	Nancy A. Miller
J	Sheldon G. Fernandez	Stephen J. Windhorst	Stephen J. Windhorst	Stephen J. Windhorst	Stephen J. Windhorst	Stephen J. Windhorst	Stephen J. Windhorst
K	Martha Sassone	Martha Sassone	Martha Sassone	Martha Sassone	Martha Sassone	Martha Sassone	Ellen Shirer Kovach
L	Charles V. Cusimano, II	Charles V. Cusimano, II	Charles V. Cusimano, II	Charles V. Cusimano, II	Charles V. Cusimano, II	Donald A. Rowan, Jr	Donald A. Rowan, Jr
M	Henry G. Sullivan, Jr.	Henry G. Sullivan, Jr.	Henry G. Sullivan, Jr.	Henry G. Sullivan, Jr.	Henry G. Sullivan, Jr.	Henry G. Sullivan, Jr.	Henry G. Sullivan, Jr.
N	Ronald D. Bodenheimer	Ronald D. Bodenheimer	Ronald D. Bodenheimer	Hans J. Liljeberg	Hans J. Liljeberg	Hans J. Liljeberg	Hans J. Liljeberg
O	Ross P. LaDart	Ross P. LaDart	Ross P. LaDart	Ross P. LaDart	Ross P. LaDart	Ross P. LaDart	Ross P. LaDart
P	Melvin C. Zeno	Melvin C. Zeno	Melvin C. Zeno	Melvin C. Zeno	Melvin C. Zeno	Melvin C. Zeno	Lee V. Faulkner, Jr.

24th Judicial District Court
Judges by Year
1924 - 2010

	2010
A	Raymond S. Steiob, Jr.
B	Cornelius E. Regan
C	June Berry Darensburg
D	Robert M. Murphy
E	John J. Molaison, Jr.
F	Patrick J. McCabe
G	Robert A. Pitre, Jr.
H	Glenn B. Ansardi
I	Nancy A. Miller
J	Stephen J. Windhorst
K	Ellen Shirer Kovach
L	Donald A. Rowan, Jr
M	Henry G. Sullivan, Jr.
N	Hans J. Liljeberg
O	Ross P. LaDart
P	Lee V. Faulkner, Jr.

BEEF CONNECTION



Beef Connection Steak House
501 Gretna Boulevard
Gretna, LA 70053
(504) 366-3275

Appetizers

Calamari	8.50
Stuffed Mushrooms	9.00
Barbeque Shrimp	9.00
Shrimp Remoulade	8.50
Shrimp Cocktail	8.50
Fried Mushrooms	7.00
Onion rings	5.00
Garlic Bread	4.50

Sauces

Bearnaise, Hollandaise, Bordelaise	4.50

Gumbo

Chicken and Sausage Gumbo

cup 5.00 *Bowl* 8.00

Vegetables

Broccoli	5.50
Cauliflower	5.50
Brussel Sprouts	5.50
Creamed Spinach	5.50
Sauteed Onions	4.50
Sauteed Mushrooms	5.50
Broiled Tomatoes	5.50

Potatoes

Au Gratin	5.00
Baked with butter	4.00
Baked dressed	5.00
French Fries	4.00
Steak Fries	4.00
Lyonnaise	5.50
Baked Sweet Potato	5.50
Sweet Potato Steak Fries	5.50

Salads

Head Lettuce	5.50
Tossed Salad *large*	5.50
Tossed Salad *small*	4.50
Italian *large*	6.00
Italian *small*	5.00
Sliced Tomato	5.00
Sliced Tomato w/ Purple Onion	6.00
Asparagus	6.00
Emma Lou Salad	14.00
Grilled Chicken Salad	14.00
Grilled Shrimp Salad	17.00

Choice of dressings: Italian, Olive Oil and Red Wine Vinegar, French, Ranch, Bleu Cheese, Thousand Island, Honey Mustard and Remoulade

Au Gratin Vegetables

Potatoes au Gratin	5.00
Spinach au Gratin	5.50
Broccoli au Gratin	5.50
Cauliflower au Gratin	5.50
Asparagus au Gratin	6.00

Desserts

Praline Parfait	6.00
Chocolate Lava Bundt Cake	5.00
Bread Pudding w/ Rum Sauce	5.00
Cheese Cake w/ Fruit Topping	5.00
Creme Brulee Cheesecake	5.00
Chocolate Sundae	4.00
Vanilla or Chocolate Ice Cream	3.00

5555

Welcome to the Beef Connection!

Here at the **Beef Connection,** *we always start with the highest quality grain-fed beef which gives you that rich beef flavor, cooked "the way you like it". With our high temperature infrared radiant heat broiler, we cook your steak very rapidly. This special broiling process seals in your steak's own natural juices, flavor and tenderness, allowing us to serve you the finest steaks you'll find anywhere.*

We invite you to relax and enjoy your meal.

Steaks • Seafood

NEW YORK STRIP	*small* **28.00**	*large* **34.00**
FILET	*small* **28.00**	*large* **34.00**
RIBEYE	*small* **24.00**	*large* **30.00**
T-BONE 16oz.		**30.00**
VEAL RIB CHOPS	*small* **22.00**	*large* **36.00**
LAMB RIB CHOPS	*small* **24.00**	*large* **38.00**
PORK CHOP 10oz.		**12.00**
MARINATED CHICKEN BREAST 8oz.		**10.00**
LIVE MAINE LOBSTER per lb.		**26.00**
YELLOW FIN TUNA	*small* **12.00**	*large* **20.00**
SALMON	*small* **14.00**	*large* **22.00**
RED SNAPPER	*small* **10.00**	*large* **16.00**
BARBECUED SHRIMP		**17.00**
FRIED SHRIMP with fries		**17.00**

RARE Very red, cool center; MEDIUM RARE Red, warm center;
MEDIUM Pink center; MEDIUM WELL Slightly pink center;
WELL Broiled throughout, no pink.

Wines by the Glass

Cabernet
Merlot
Pinot Noir
Chianti
Chardonnay
Shiraz
White Zinfandel
Pinot Grigio

Beverages

Irish Coffee	9.00
Tia Maria Coffee	9.00
Coffee, Tea	2.00*
7-Up, Cokes	2.00*
Root Beer	2.00
Bottled Spring Water	2.00
Perrier Water	3.00

*Free Refills

Beer and Cocktails

15% Gratuity party of 8 or more

Beef Connection
PARTY MENU

Small Entree — $33.00 per person

Choice of 1:

Filet	8oz.
Ribeye	8oz.
Chicken Breast	8oz.
Snapper	8oz.

Baked Potato or French Fries
Salad
Onion Ring Appetizer - One Order for every 3 people

Dessert- Cheese Cake or Bread Pudding
Coffee - Tea - Coke - Seven-Up

* Above order does not include alcohol, gratuity or tax

Large Entree — $40.00 per person

Same Menu as above but with larger
Entree Portions

* Above order does not include alcohol, gratuity or tax

Lunch Specials

Sunday - Friday 11:30 to 4:00

Mondays Only	Red Beans and Rice with sausage*	12.00
Fridays Only	Fried Catfish with French Fries*	12.00

Daily

	A la Carte	Complete*
Small New York Strip	28.00	32.00
Small Filet	28.00	32.00
Small Ribeye	24.00	28.00
Veal Rib Chop	24.00	28.00
Lamb Rib Chop	26.00	32.00
Pork Chop	12.00	16.00
Chicken Breast	10.00	14.00
Barbecued Shrimp	17.00	21.00
Fried Shrimp	17.00	21.00
Salmon	14.00	18.00
Red Snapper	10.00	14.00
Tuna	12.00	16.00
Grilled Chicken Salad		14.00
Grilled Shrimp Salad		20.00

** For a complete meal, all of the above served with baked potato, au gratin potatoes or french fries and either salad, chicken and sausage gumbo.*

G. CALVIN MACKENZIE

Colby College
Waterville, ME 04901
(207) 859-5306
E-mail: gcmacken@colby.edu

127 Main Street
Bowdoinham, ME 04008
(207) 666-8064

EDUCATION

1971 - 1975	**Harvard University,** Cambridge, MA	Ph.D. in Government
1967 - 1969	**Tufts University,** Medford, MA	M.A. in Political Science
1963 - 1967	**Bowdoin College,** Brunswick, ME	B.A. in Government

ACADEMIC EMPLOYMENT

COLBY COLLEGE, Waterville, ME

2008 - 2009 *Chair, Department of Government*

2001 - *Goldfarb Family Distinguished Professor of Government*
(Endowed Chair)

1991 - 2001 *Distinguished Presidential Professor of American Government*
(Endowed Chair)

1992 - 1995 *Chair, Department of Government*

1986 - 1991 *Professor of Government*
Teach courses on American Congress, American presidency, public policy analysis, and public administration.

1985-1988 *Vice President for Development and Alumni Relations*
Directed major capital campaign, annual fund, planned giving, and all alumni relations activities. Supervised staff of 22. College's chief development officer, reporting to the president. On leave from faculty during this period.

1982 - 1986 *Associate Professor of Government* (with tenure)

1980 - 1985
1988 - 1992 *Director, Public Policy Program*

Supervised interdisciplinary program. Worked closely with public policy practitioners, oversaw curriculum, directed independent student projects, made arrangements for speakers and conferences, and organized extensive internship program.

1978 - 1982 *Assistant Professor of Government*

THE GEORGE WASHINGTON UNIVERSITY, Washington, DC

1975 - 1978 *Assistant Professor of Political Science*
Taught graduate and undergraduate courses in the following areas: American national government, the legislative process, public policy analysis, government budgeting, the electoral process, and American political behavior. Taught extensively in the University's graduate program for congressional staff members and executive branch employees.

HARVARD UNIVERSITY, Cambridge, MA

1973 - 1975 *Research Assistant, Government Department*
Teaching Fellow and Tutor, Government Department

ADDITIONAL WORK EXPERIENCE

2005 **BEIJING FOREIGN STUDIES UNIVERSITY, Beijing, China**
Fulbright Lecturer
Taught two courses on American public policy to Chinese graduate students. Lectured at universities all over China.

2002 **NATIONAL COMMISSION ON THE PUBLIC SERVICE (Volcker Commission), Washington DC**
Senior Advisor

2000-2002 **THE BROOKINGS INSTITUTION, Washington DC**
Visiting Fellow
Senior Advisor, Presidential Appointee Initiative
Lead participant in major study of presidential appointment process. Funded by Pew Charitable Trusts.

1999-2000 **INSTITUTE OF UNITED STATES STUDIES, UNIVERSITY OF LONDON, London, England**
The John Adams Fellow
Lectured and participated in seminars during year-long fellowship in London.

1997-1998 **NATIONAL ACADEMY OF PUBLIC ADMINISTRATION,** Washington DC
Project Director, Re-Engaging Citizens in Governance Project
Directed extensive study of low levels of citizen trust and civic engagement in government. Provided support to distinguished panel chaired by Paul Volcker.

Managed all research and development of databases. Author of panel report. Funded by Pew Charitable Trusts.

1996-1999 MAINE STATE COMMISSION ON GOVERNMENTAL ETHICS AND ELECTION PRACTICES
Chair, 1996-1997; Member, 1997-1999
Elected chair of state agency that oversees campaign practices, campaign finances, and legislative ethics. Engaged in implementing one of the country's boldest initiatives in campaign finance reform.

1994 - 1997 TWENTIETH CENTURY FUND, New York, NY
Executive Director, Task Force on Presidential Appointments
Supervised studies and report preparation for Task Force chaired by former Senators John Culver (D-IA) and Charles Mathias (R-MD).

1993 - 1998 MAINE STATE BOARD OF ARBITRATION AND CONCILIATION
Alternating Chair
Implemented state policy in public sector labor-management relations.

1992 NATIONAL ACADEMY OF SCIENCES
Member, Panel on Presidentially Appointed Scientists and Engineers
Participated in extensive study of difficulties in recruiting scientists for government service. Contributed to panel's report, Science and Technology Leadership in American Government.

1988 NATIONAL ACADEMY OF PUBLIC ADMINISTRATION, Washington DC
Issue Leader, Presidential Transitions Study
Prepared study and recommendations on personnel selection and conflict of interest for panel report on presidential transition of 1988.

1983 - 1990 NATIONAL ACADEMY OF PUBLIC ADMINISTRATION, Washington DC
Director, Presidential Appointee Project
Supervised comprehensive analysis of presidential appointment process. Wrote project proposal, participated in fund raising, managed all details of project, supervised full- and part-time staff of 13. Full-time 1984-85, while on academic leave.

1980 NATIONAL ACADEMY OF PUBLIC ADMINISTRATION, Washington DC
Staff member, Presidential Transition Study
Conducted historical studies of personnel management activities of recent American presidents, relying primarily on original source materials in presidential libraries and interviews with former White House aides. Provided recommendations for improvements in presidential personnel management for inclusion in study panel's report.

1977 UNITED STATES HOUSE OF REPRESENTATIVES, Washington DC
Senior Research Analyst, Commission on Administrative Review
Worked full-time for the Commission while on academic leave. Participated in a comprehensive analysis of every aspect of legislative and administrative operations in the House of Representatives. Duties included interviewing members of Congress, direct contact with congressional officers and employees, examination of House records and accounts, and analysis of statistical data. Prepared original papers on

House financial management system, House procurement activities, and operating procedures of the House administrative system. Had primary responsibility for writing several hundred page report of the Task Force on Administrative Units.

1975 - Present **VARIOUS EMPLOYERS**
Lecturer and Consultant
Clients have included: the Robert A. Taft Institute, the Pew Charitable Trusts, the Robert Wood Johnson Clinical Scholars program, the U.S. Treasury Executive Institute, Commission on the Operation of the U.S. Senate, and the Brookings Conference for Senior Business Executives. Served as regular guest lecturer at the Washington International Center. Appear often on local and network radio and television programs. Consult broadly on government operations with public agencies, presidential transition teams, national commissions, and foundations.

1969 - 1971 **UNITED STATES ARMY**
Private to Sergeant, First Cavalry Division, Vietnam
Awarded Vietnamese Cross of Gallantry, Army Commendation Medal (three times), Bronze Star (twice), Good Conduct Medal. Honorable Discharge, 1975.

SCHOLARLY AND PROFESSIONAL ACTIVITIES

1975 - Present **Panel Participant**
Chaired, delivered papers or otherwise participated in several dozen panels at meetings of professional and governmental organizations including: American Political Science Association, Midwest Political Science Association, Southwest Social Science Association, Naval War College, Administrative Conference of the United States, National Academy of Public Administration, National Academy of Sciences, Brookings Institution.

1982 - 2007 **Member, Editorial Board,** ***Congress and the Presidency***

1986 - 1987 **President, New England Political Science Association** (elected position)

1987 - Present **Member, Editorial Board,** ***Commonwealth***

1986 - 1998 **Overseer and Trustee, Bowdoin College,** Brunswick, ME

2003- Present **Member, Editorial Board,** ***New England Journal of Political Science***

2004 Elected a **Fellow of the National Academy of Public Administration,** Washington, DC

PRINCIPAL PUBLICATIONS

Now What: Confronting and Resolving Ethical Questions (with Sarah V. Mackenzie), San Francisco: Corwin Press, 2010.

The Liberal Hour: Washington and the Politics of Change in the 1960s (with Robert Weisbrot), New York: Penguin, 2008.
Finalist for the 2009 Pulitzer Prize in History
Selected by CHOICE as an "Outstanding Academic Book of 2008"

Conflict and Consensus in American Politics, (with Stephen Wayne and Richard Cole), Belmont, CA: Thomson Wadsworth, 2007.

Scandal Proof: Can Ethics Laws Make Government Ethical? Washington: Brookings, 2002.

Innocent Until Nominated: The Breakdown of the Presidential Appointment Process, (editor), Washington: Brookings, 2001.
Selected by CHOICE as an "Outstanding Academic Book of 2002"

The Politics of American Government, (with Stephen Wayne, David O'Brien, and Richard Cole), New York: St. Martin's, third edition, 1999.

Obstacle Course: Report of the Twentieth Century Fund Task Force on Presidential Appointments, New York: Twentieth Century Fund Press, 1996.

The Irony of Reform: Roots of American Political Disenchantment, Boulder: Westview Press, 1996
Selected by CHOICE as an "Outstanding Academic Book of 1996"

Bucking the Deficit: Economic Policy Making in the United States (with Saranna Thornton), Boulder: Westview Press, 1996

Who Makes Public Policy: The Struggle For Control Between Congress and the Executive (with Robert Gilmour et al), Chatham, NJ: Chatham House, 1994.

The Presidential Appointee's Handbook, Washington, DC: National Academy of Public Administration, 2d. ed., 1988.

The In and Outers: Presidential Appointees and Transient Government in Washington (editor), Baltimore: Johns Hopkins University Press, 1987.

American Government: Politics and Public Policy, New York: Random House, 1986.

Leadership in Jeopardy: The Fraying of the Presidential Appointments System, Washington, DC: National Academy of Public Administration, 1985.

America's Unelected Government (with Bruce Adams, John Macy, and Jackson Walter), New York: Harper & Row, 1983.

The Abortion Dispute and the American System (with Gilbert Steiner et al.), Washington, D.C.: Brookings, 1983.

The House at Work (co-editor with Joseph Cooper), Austin, TX: University of Texas Press, 1981.

The Politics of Presidential Appointments, New York: The Free Press, 1981.

A SAMPLE OF ARTICLES, REPORTS, REVIEWS, PAPERS, AND BOOK CHAPTERS, 1988-PRESENT

Co-editor, Special edition of The New England Journal of Political Science on "U.S. Senators from Maine: Fifty Years of Influencing the Nation"

"Looking to the Future: The Challenge to Congress" (White Paper, The Brademas Center for the Study of Congress, 2008)

"The Real Invisible Hand: Presidential Appointees in the Administration of George W. Bush" in David C. Rochefort, ed., Quantitative Methods in Practice (CQ Press, 2006)

"The Superpower Everyone Loves to Hate" in Papers on American Studies (Yunnan University Press, China, 2006)

"Old Wars, New Wars, and the American Presidency," in George C. Edwards and Philip John Davies, eds., New Challenges for the American Presidency (New York: Longmans, 2004).

"Can Government Be Honest And Effective, Too?" Keynote Address, 12th Annual Conference Of The U.S. Office Of Government Ethics, March 12, 2003.

"The Real Invisible Hand: Presidential Appointees in the Administration of George W. Bush," PS: Political Science and Politics, March 2002. (Republished in Martha Kumar, ed. White House World (College Station, TX: Texas A&M University Press, 2003).

"Opportunity Lost: The Disappearance of Trust in Government After the 9/11 Spike," (Center for Public Service, Brookings, 2002).

"Campaign Contributions of Clinton and Bush Presidential Appointees: An Analysis," with Michael Hafken (Presidential Appointee Project, Brookings, 2001).

"Testimony on The Presidential Appointment Process," U.S. Senate, 107th Congress, First Session, Committee on Governmental Affairs, Hearings on the Presidential Appointments Improvement Act of 2002 (Washington: Government printing Office, 2001).

"Partisan Presidential Leadership: The President's Appointees," in L. Sandy Maisel, ed., American Parties: Changing Patterns at the Century's End (Boulder, CO: Westview Press, 2001).

"Nasty and Brutish Without Being Short," Brookings Review, March 2001.

Editor, Special Issue of the Brookings Review on "The State of the Presidential Appointment Process," March 2001.

"Ou en est le systeme politique américain?" Le Debat (France: January-February, 2001).

"The Revolution Nobody Wanted," Times Literary Supplement (United Kingdom: October 13, 2000).

"What Ails The Presidential Appointment Process And How To Fix It," Speech at the American Enterprise Institute, Washington, DC, May 5, 1999.

"A Government to Trust and Respect: Rebuilding Citizen-Government Relations in the 21st Century," National Academy of Public Administration (1999).

"Starting Over: The Presidential Appointment Process in 1997." A Twentieth Century Fund White Paper (New York: Twentieth Century Fund, 1998).

"What Would Madison Think? The Prospects, Promise and Perils of the Internet in American Government and Politics," Paper presented at the annual meeting of the New England Political Science Association, New London, CT (1997).

"Government Bit By Bit: Public Affairs, The Internet, and The Future," A White Paper for The Pew Charitable Trusts, (1996).

"Improving Government Performance," A White Paper for the Pew Charitable Trusts, (1995).

"Senator George Mitchell and the Constitution," Maine Law Review, Spring 1995.

"The Presidential Appointment Process: Historical Development, Contemporary Operations, and Current Issues" (Background paper for the Twentieth Century Fund, 1995).

"Radical Makeover: The Post-War Transformation of the American Presidency," Paper presented at the annual meeting of the American Political Science Association, Washington, DC (September, 1993).

"The Political Team," Government Executive (December, 1992).

"Presidential Appointments," "Recess Appointments," and "Senatorial Courtesy" in The Encyclopedia of the United States Congress (Simon and Schuster, 1993).

"Advice and Consent," The Appointment Power," "Recess Appointments," "Hubert H. Humphrey," and "The Vacancy Act" in The Encyclopedia of the American Presidency (Simon and Schuster, 1993).

"Congressional Term Limits: Predictable Impacts and Unintended Consequences," Paper presented at the annual meeting of the New England Political Science Association, Providence, Rhode Island (1991).

"Fallacies of Political Correctness," Chronicle of Higher Education (September 4, 1991).

"Hubert H. Humphrey: Reflections on a Twentieth Century Life" in "The Legacy of Hubert H. Humphrey," Special Issue of Perspectives on Political Science (Winter, 1992).

Editor, "The Legacy of Hubert H. Humphrey," Special Issue of Perspectives on Political Science (Winter, 1992).

"Professionalism and Politics: Executive Recruitment in Washington," in R.H. Perry and Janet Jones-Parker, eds., The Executive Search Collaboration (Greenwood Press, 1990).

"Foreign Aid and Human Rights," Paper presented to the Panel on Congressional-Executive Relations, National Academy of Public Administration (May 1990).

"Appointing Mr. (or Ms.) Right," Government Executive (April 1990).

"The Election of 1960," "Dwight D. Eisenhower," "Richard M. Nixon" in Encyclopedia of American Political Parties and Elections (Garland Publishing Co., 1990).

"Issues and Problems in the Staffing of New Administrations," Political Science Teacher (Summer 1989).

"Pentagon on Hold," Boston Globe (March, 1989).

"Making Political Appointments" in The Executive Presidency: Federal Management for the 1990s (Washington: National Academy of Public Administration, 1988).

"Presidential Transitions and the Ethics in Government Act of 1978," Sourcebook on Government Ethics for Presidential Appointees (Washington: Administrative Conference of the United States, 1988).

LOCAL BANKRUPTCIES

Local business and individual bankruptcies filed between March 30 and Thursday at the U.S. Bankruptcy Court in New Orleans.

CHAPTER 7

Under Chapter 7, the debtor liquidates assets in exchange for debts being discharged.

Manuel Aguilar, 124 Emerson Drive, Kenner
Marilyn L. Alana, 768 Pine Tree St., Slidell
Wendell J. Albert, 4200 Saxon St. Apartment 502, Metairie
Vera W. Alexander, 6820 Seagull Lane Apt. F, New Orleans
Donald Alvarez, 1718 S. Gayoso St., New Orleans
Chasity and John C. Anderson, 174 Parkway North, Slidell
Belaire Marie Angelain, 2724 Republic St., New Orleans
Alda Lucille Anglada, 2300 Fenelon St., Chalmette
Marian A. Arabie, 3905 Patrick Place, Harvey
Violeta Arguelle, 1224 Lake Ave. Apt 101, Metairie
Sherry L. Arvie, 2232 Iberville St., New Orleans
Deborah Haney and Herbert Ask, 7620 Symmes Ave., New Orleans
Damian Ferdinand August, 433 Highway 18, Edgard
Eleanor Renee' Spring Badon, 59591 Badon Road, Slidell
Jude A. Barbarin Jr., 2615 Athis St., New Orleans
Janet Evon Bel, 58221 Old U.S. 51, Amite
Karen Ann and Roberto Eduardo Benitez, 2621 Buccaneer Drive, Marrero
Adra W. and Michael W. Benson, P.O. Box 903, Sun
Mary Marie Bentley, 126 South Hennessey Apartment 5, New Orleans
Kent Bevolo, 320 Belleville St., New Orleans
Cindy C. and Randy James Blair, PO Box 1355, Amite
Barbara Boigle and Michael Blanchard, Heavens Drive, Mandeville [continued:] Causeway Blvd. Apt. 1606, Mandeville
James Anthony and Mary Elizabeth Catalanotto, 6053 Marshall Foch St., New Orleans
Edna Irene and Hayward Lee Cavalier, 302 Bellevue, Lockport
Christopher John Cavalier, 951 Mouton St., New Orleans
Michelle S. Charles, 2882 Gladiolus St., New Orleans
Belinda Bath and Stephen Michael Chilton, 3205 Angelique Drive, Violet
Michael and Michelle McKinney Christopher, 1201 West Esplanade Ave. Apt. 113, Kenner
Lee D. Collins Jr., 1026 N. Rocheblave St., New Orleans
Johnnie Haggard Compton III, 180 Annex St., Destrehan
Bradley A. and Tara A. Cooper, 44334 C.E. Stafford Road, Franklinton
Harold William and Linda Livingston Copeland, 183 W. Pinewood Drive, Slidell
Charles Curtis and Maria Torres Courvillon, 122 Cherry Creek Drive, Mandeville
James D. Cutrer, 58562 Highway 1054, Amite
Keefe Edward Daniels, 1616 Orchid Drive, Harvey
Amanda Voss Davenport, 63 Shady Oaks, Covington
William Dale Deatherage, Post Office Box 160, Springfield
Terri Shantell Dellis, 4300 Sufan Place Apt. 9-H, New Orleans
Sharon A. Barthlizer Dietz, 601 Vintage Drive Number E-234, Kenner
Lionel L. and Peggy Dillon, 1019 W. 30th Ave., Covington
Antoinette Dillon, 1504 1/2 St. Anthony St., New Orleans
Louis F. Disotuar, 2400 Magazine St. Apt. 5, New Orleans
Alengi Joseph Dominick, 3928 So I-10 Svc Rd. Apt # 301, Metairie
Arthur Leslie Duncan, 3920 Civic St., Metairie
William Norman Duncan, P. O. Box 1272, Mandeville
Andre Phillip and Catherine Arnett Gaines Duvic, 103 Asphodel Place, Mandeville
Estopinal Industries Incorporated, 3944 Chef Menteur Highway, New Orleans
Carol Ann Evans, 1509 Ames Blvd., Marrero
Adam J. and Dawn T. Fabre, 550 Folse Drive, River Ridge
James Wendell Ferguson, 308 Rivermoge Drive Apartment C, Boutte
Tonja S. Fiol, 909 South Cortez St., New Orleans
Tracy Jude and Wendy Jean Foreman, 21329 East
Robert Garlepied, 6115 North Olympia, New Orleans
Marie T. and William E. Gillen, P. O. Box 470, Abita Springs
Maureen K. and Vincent Joseph Giordano, 3701-1/7 Cypress St., Metairie
Jan M. and Joseph N. Giordano, 2169 Gibson St., Gretna
Leslie Gonzalez, 4056 E. Louisiana State Drive, Kenner
Thomas Arthur Grossep, 614 Iberville St., New Orleans
Cathy S. and James Paul Hancock, 62352 Russelltown Rd., Roseland
Carol Rachel Harris, 5019 Warren Drive, New Orleans
Roy Anthony Harrison, 1421 Alvar St., New Orleans
Kristi M. Hatchet, 222 E. 7th Ave., Covington
Clarence Hayes, 915 North Roberson St., New Orleans
Catherine A. Hebert, 1009 Francis St., Marrero
Charlie L. and Janie L. Carter Heck, 21356 Wilson Road, Covington
Matthew James and Sally Bernard Hedrick Jr., 42 Granada Drive, Kenner
Gregory S. and Winifred T. Heinz, 1402 N. Causeway Boulevard, Mandeville
Michael D. Hess, 221 Putters Lane, Slidell
Peter John Haub, 581 West William David Pkwy, Metairie
Michael G. Horton, 24260 Nick Jenkins Road, Bush
Charles Eldridge Howard, 5501 Warrington Dr. Apt. B, New Orleans
John T. and Shirley A. Hodgins, 532 Willowbrook Drive, Gretna
Charles F. and Cynthia D. Hassman III, 39582 Walnut Drive, Pearl River
Bridget H. Hyde, 3947 Louisiana Ave. Pkwy., New Orleans
Shirley S. Jackson, 6403 Franklin Ave, New Orleans
Arthur L. and Robin L. Jeanfreau III, 305 Greenwood Plantation Rd., Thibodaux
Laveda B. Jenkins-Bell, PO Box 641585, Kenner
George Harold and Mary Sue Johnson, 2621 Canyon Drive, Marrero
Karri Johnson, 316 E. 5th St., Edgard
Shirley Ann Jolie, 304 North Elm St. Apt. A, Metairie
Hilda Jupiter, 2514 Baronne St., New Orleans
Robert Clyde Kelly Jr., 1712 Carrollton St. Apt. 7, Metairie
Christine Clark and Ronald James Kennedy, 1005 N.
Cecilia G. and Michael B. Liter, P. O. Box 658, Garyville
Alfred Joseph and Angela Marie Robinson Lillman III, 5136 Darda St., Lafitte
Dixie M. Lopez, 6112 Loraine St., Metairie
Donald R. Loupe Jr., PO Box 82, Reserve
Eugene Gerry and Josefina Manson Manuel, 2602 Tifton St., Kenner
Ronald D. Marinello, P.O. Box 442, Meraux
Sylvia Jane Martin, 5 Honeysuckle Lane, New Orleans
Alison Newell Mayfield, 1540 Stella Place, Marrero
Diedra McGee, 4560 Viola St., New Orleans
Matthew and Sheila Picou McGivern, 6731 River Road, Waggaman
Kenneth McNabb, 63042 Main St., Angie
Joseph W. and Lelia McQuitty, 2021 Cambrone St., New Orleans
Milton William and Norma Jean Sider-Means, 1917 Edgemere Drive, Slidell
Mary Margaret Metz, 2810 Upperline St., New Orleans
Jason Paul Maynard, 436 Taffy Drive, Marrero
Tina L. Michel, 430 Ann Carol St., Houma
Wayne Melvin Mikule, 1620 Seventh St. Apartment C, New Orleans
Denise Rosback and James Earl Miller, 1909 Fern St., New Orleans
Richard J. Mirabelli, 3331 Burgundy St., New Orleans
Marion Wilson Mitchell, 1732 Touro St., New Orleans
Arthur David and Dawn Marie Monroe, 1914 Fredericks St., Terrytown
Horace Moody, PO Box 563, Slidell
Mary Christine Munsterman, 3733 Silver Maple Court, New Orleans
Frank R. Naundorf, 1627 Hollygrove St., New Orleans
Calvin Narcise, Post Office Box 23, Killona
Charlotte M. Nelson, 123 Soniat St. St. Tammany Trailer, Slidell
Daniel Nevenux, 4560 Viola St., New Orleans
Emily Hang and Sam Van Nguyen, 4226 Joycelyn Drive, New Orleans
Tuyet Thi Nguyen, 2729 Jeanne Drive, Marrero
Karen T. and Mark Oliver, 6122 Mitchell Ave., Metairie
Amy T. and Carlton Joseph Parfait, 206 Kitty Court, Houma
Glynn D. and Janice Dianne Pellegrin, P. O. Box 527, Abita Springs
Constance Delaune and Norman Dean Pettierew, [continued:] leans
Sean Michael Riley, 733 Carrollwood Village Apartment #104, Gretna
Charles A. and Elizabeth M. Rivera, 3919 Virgil Blvd., New Orleans
Donald and Zelia M. Roberts Sr., 7119 W. Laverne St., New Orleans
Holden and Janet Adams Robertson, 20545 Joiner Rd., Hammond
Craig S. and Lisa A. Robichaux, 107 Rogers Lane, Houma
Jeff F. Rogers, 239 Nashville Ave., New Orleans
Randy Rome, P.O. Box 502 Hwy. 90 Mathegne's Trailer Park, Des Allemands
Barbara and Martin Schwarzenberg, DMB 290.628 Royal St., New Orleans
Elaine and Excelson Scott, 1418 Elizardi Blvd., New Orleans
Bonnie Lee Wells Kemp Secora, 630 Ave. C, Bogalusa
Darlene Nicole Sheppard, 1131 Lebouef St., New Orleans
Abby A. and Kerry E. Shields, 107 St. Thomas Way, Covington
David L. and Ruby F. Simoneaux, 929 Ridgefield Road, No.4, Thibodaux
Joann G. Sims, 1108 Moisant St., Kenner
Linda Faye and Ricky Smith, 1709 Wagner St., New Orleans
Twilyan Jourdain Smith, 7500 Fieldston Road, New Orleans
Robert Lee Snyder, P. O. Box 58534, New Orleans
Latonya Speight, 3820 Third St. Apartment 2, New Orleans
Benny and Donna Spriggs, 3465 Vespasian Blvd., New Orleans
Anna C. Swafford, P. O. Box 2304, Covington
Julie Tastet and Shane Anthony Theriot, 137 West 94th St., Cutoff
Loretta M. Theriot, P. O. Box 572, Chauvin
Mary Ann Thomas, 4488 Lafaye St., New Orleans
Lucille Lard and Vernell Thompson, 6425 Rue Louis Philippe, Marrero
Juanita Dufrene Tombibes, PO Box 286, Des Allemands
Richard J. Tregre Jr., 238 A. Labarre Drive, Metairie
Sylvia W. Toscano, 2641 Timbalier Drive, Marrero
Terrinene Shalmire and Tyrone Mark Vincent, 8207 Hickory St., New Orleans
Cynthia R. Watkins, 2609 North Rampart St., New Orleans
Stephen Ashley Wetzel, 3311 E. Catahoula Court, [continued:] Drive, St. B
Barbara A. [illegible]
Boutte
Willielsen W [illegible]
Barbara He [illegible]
Grand Terr [illegible]
Sara Graci [illegible]
leans

Under Cha [illegible]
schedule a [illegible]
as possible [illegible]
Kiedrick Ad [illegible]
Carolyn [illegible]
Kenner
Joycelyn S. [illegible]
Cheryl S. J [illegible]
leans
Charlotte R [illegible]
Fifth St., H [illegible]
Treva Bable [illegible]
Carla Lee a [illegible]
Thibodeau [illegible]
Dean A. Ea [illegible]
Court, Gra [illegible]
Audrey N. E [illegible]
leans
Joseph Jan [illegible]
leans
Lonnie B. S [illegible]
Albert C. a [illegible]
Houma
Early S. Br [illegible]
253, Houm [illegible]
Isom C. Br [illegible]
Betty B. Br [illegible]
Dorothy L. [illegible]
Amite
Sandra La [illegible]
ner
Don P. Car [illegible]
Michelle Kl [illegible]
New Orlea [illegible]
Mary Louis [illegible]
Carmen M [illegible]
Charles an [illegible]
New Orlea [illegible]
Beverly Ca [illegible]
James A. [illegible]
Mark Anth [illegible]
Betty J. a [illegible]
draux

DEF01485

PORT Exhibit 1064

LOCAL BANKRUPTCIES

Local business and individual bankruptcies filed between March 30 and Thursday at the U.S. Bankruptcy Court in New Orleans.

CHAPTER 7

Under Chapter 7, the debtor liquidates assets in exchange for debts being discharged.

Manuel Aguilar, 124 Emerson Drive, Kenner
Marilyn L. Alaza, 768 Pine Tree St., Slidell
Wendell J. Albert, 4200 Saxon St. Apartment 502, Metairie
Vera M. Alexander, 6820 Seagull Lane Apt. F, New Orleans
Donald Alvarez, 1718 S. Gayoso St., New Orleans
Chasity and John E. Anderson, 174 Parkway North, Slidell
Deirdra Marie Angelain, 2724 Republic St., New Orleans
Aida Lacito Anglada, 2300 Fenelon St., Chalmette
Marian A. Arabie, 3905 Patrick Place, Harvey
Violeta Arguello, 1224 Lake Ave. Apt 101, Metairie
Sherry L. Arvie, 2232 Iberville St., New Orleans
Debrah Raney and Herbert Ash, 7620 Symmes Ave., New Orleans
Damian Ferdinand August, 433 Highway 18, Edgard
Eleanor Renee' Spring Badon, 59591 Badon Road, Slidell
John A. Barbarin Jr., 2615 Abris St., New Orleans
Janet Even Bel, 58221 Old U.S. 51, Amite
Karen Ann and Roberto Eduardo Benitez, 2621 Buccaneer Drive, Marrero
Adra W. and Michael W. Benson, P.O. Box 903, Sun
Mara Marie Bentley, 126 South Hennessey Apartment 5, New Orleans
Kent Bevolo, 320 Belleville St., New Orleans
Cindy C. and Randy James Blair, PO Box 1355, Amite
Barbara Baldie and Michael Blanchard, Heavens Drive, Mandeville
Sherry Laine Blankenship, 218 Brett Drive, Gretna
Dennis J. Boudreaux, 142 Derrick St., Pierre Part
Stephanie L. Bourgeois, 1234 Ave. A, Marrero
Deanna M. Brand, 2717 Monroe St., Mandeville
Barbara Rutledge Brown, 7106 Wity St., Metairie
Louise C. Brulte, 2219 Stay Park Lane, St. Bernard
Carol C. Burke, 200 Foxbriar Drive, Slidell
Ginger Bogle and Michael Charles Cangelosi, 102 Sherry Drive, Hammond
Dian Lissette and Jorge Alberto Castellon, 1402 N. Causeway Blvd. Apt. 1606, Mandeville
James Anthony and Mary Elizabeth Catalanotto, 6053 Marshall Foch St., New Orleans
Edna Irene and Hayward Lee Cavalier, 302 Bellevue, Lockport
Christopher John Cavaliere, 981 Mouton St., New Orleans
Michelle S. Charles, 2682 Gladiolus St., New Orleans
Belinda Beth and Stephen Michael Chiltom, 3205 Angelique Drive, Violet
Michael and Michelle McKinney Christopher, 1201 West Esplanade Ave. Apt. 113, Kenner
Lee D. Collins Jr., 3026 N. Rocheblave St., New Orleans
Johnnie Haggard Compton III, 180 Armes St., Destrehan
Bradley A. and Tara A. Cooper, 44334 C.E. Stafford Road, Franklinton
Harold William and Linda Livingston Copeland, 183 W. Pinewood Drive, Slidell
Charles Curtis and Maria Torres Courvillion, 122 Cherry Creek Drive, Mandeville
James B. Cutrer, 58562 Highway 1054, Amite
Keola Edward Dance, 1656 Orchid Drive, Harvey
Amanda Vess Davenport, 63 Shady Oaks, Covington
William Dale Deatherage, Post Office Box 160, Springfield
Terri Shanodel Dellile, 4300 Sullen Place Apt. 9-H, New Orleans
Sharon A. Gardiner Dietz, 601 Vintage Drive Number E 234, Kenner
Lionel L. and Peggy Dillon, 1019 W. 30th Ave., Covington
Antoinette Dillon, 1504 1/2 St. Anthony St., New Orleans
Louis F. Dimtine, 2400 Magazine St. Apt. 9, New Orleans
Aloagi Joseph Dominick, 3928 So I-10 Svc Rd. Apt # 301, Metairie
Arthur Leslie Duncan, 3920 Civic St., Metairie
William Norman Duncan, P. O. Box 1222, Mandeville
Andre Philip and Catherine Arnett Gaines Duvic, 103 Asphodel Place, Mandeville
Estopinal Industries Incorporated, 3944 Chef Menteur Highway, New Orleans
Carol Ann Evans, 1509 Ames Blvd., Marrero
Adam J. and Dawn T. Fabre, 560 Folsa Drive, River Ridge
James Wendell Ferguson, 309 Riverridge Drive Apartment C, Boutte
Tonja B. Flot, 909 South Cortez St., New Orleans
Tracy Jude and Wendy Jean Foreman, 21328 East Bel Rd., Amite
Christopher Bars Forest, 63 Shady Oaks, Covington
Gisela Catherine and Wilma James Fremin, 6161 Highway 39, Braithwaite
Brenda M. Fulkerson, 804 Mar Drive, Lockport
Olga Gabriel, 3901 N. I-10 Service Rd. Apt. C223, Metairie
Lorrain Gabriel, 2816 Britannica Drive, Marrero
Kathleen Paul and Leonardo Barbaro Gallardo, 2230 8th Ave., Mandeville
Robert Garlepied, 6115 North Olympia, New Orleans
Marie T. and William F. Gillen, P. O. Box 470, Abita Springs
Maureen K. and Vincent Joseph Giordano, 3701 1/2 Cypress St., Metairie
Jan M. and Joseph K. Giordano, 2169 Gibson St., Gretna
Leslie Gonzalez, 4056 E. Louisiana State Drive, Kenner
Thomas Arthur Greenup, 614 Iberville St., New Orleans
Cathy S. and James Paul Hancock, 62352 Russeltown Rd., Roseland
Carol Seeger Harris, 5019 Warren Drive, New Orleans
Roy Anthony Harrison, 1421 Alvar St., New Orleans
Kristi M. Hatcher, 222 E. 7th Ave., Covington
Clarence Hayes, 915 North Roberson St., New Orleans
Catherine A. Hebert, 1009 Francis St., Marrero
Charlie L. and Janie L. Carter Heck, 21356 Wilson Road, Covington
Matthew James and Sally Barnard Hedrick Jr., 42 Granada Drive, Kenner
Gregory S. and Winifred T. Heinz, 1402 N. Causeway Boulevard, Mandeville
Michael D. Hess, 221 Putters Lane, Slidell
Peter John Hingle, 551 West William David Pkwy, Metairie
Michael G. Horton, 24260 Nick Jenkins Road, Bush
Charles Eldridge Howard, 5501 Warrington Dr. Apt. B, New Orleans
John T. and Shirley A. Hudgins, 532 Willowbrook Drive, Gretna
Charles F. and Cynthia D. Hussmann III, 39582 Walnut Drive, Pearl River
Bridget B. Hyde, 3947 Louisiana Ave. Pkwy., New Orleans
Shirley B. Jackson, 6403 Franklin Ave. New Orleans
Arthur L. and Robin A. Jeanfreau III, 306 Greenwood Plantation Rd., Thibodaux
Lavada S. Jenkins-Bell, PO Box 641585, Kenner
George Harold and Mary Sue Johnson, 2621 Canyon Drive, Marrero
Kerri Johnson, 316 E. 5th St., Edgard
Shirley Ann Jolla, 304 North Elm St. Apt. A, Metairie
Hilda Jupiter, 2514 Baronne St., New Orleans
Robert Clyde Kelly Jr., 1712 Carrollton St. Apt. 7, Metairie
Christina Clark and Ronald James Kennedy, 1005 N. Carrollton Ave., New Orleans
Ann V. Kerr, 7980 Edgelake Court, New Orleans
Verachared Kaupper, 8626 Pritchard Place, New Orleans
Janice Leong, 1460 N. Dorgenois Rd., New Orleans
Laura DiMarco LeBlanc, 1056 Shelby Drive, Westwego
Gary A. Lee, 23085 Burvant St., Abita Springs
Mary E. Leller, 313 Idaho Ave., Kenner
Lightning Supply, Inc., 107 Rogers Lane, Houma
Bonnie G. and Michael A. Liker, P. O. Box 658, Garyville
Alfred Joseph and Angela Marie Robinson Lillman III, 5136 Darda St., Lafitte
Dixie M. Lopez, 6112 Loraine St., Metairie
Donald R. Loupe Jr., PO Box 97, Reserve
Eugene Curry and Josefus Munson Manuel, 2602 Tifton St., Kenner
Ronald D. Marinello, P.O. Box 442, Meraux
Sylvia Jane Martin, 5 Honeysuckle Lane, New Orleans
Allison Newell Mayfield, 1540 Stella Place, Marrero
Diedra McGee, 4560 Viola St., New Orleans
Matthew and Sheila Picou McGovern, 6731 River Road, Waggaman
Kenneth McNabb, 63042 Main St., Angie
Joseph W. and Lelia McQuitty, 2021 Cambrone St., New Orleans
Milton William and Norma Jean Sister Means, 1917 Edgemere Drive, Slidell
Mary Margaret Metz, 2510 Upperline St., New Orleans
Jason Paul Meynard, 436 Taffy Drive, Marrero
Tina L. Michel, 430 Ann Carol St., Houma
Wayne Melvin Mikula, 1620 Seventh St. Apartment C, New Orleans
Denise Roebuck and James Earl Miller, 1909 Fern St., New Orleans
Richard J. Mirabelli, 3331 Burgundy St., New Orleans
Marian Wilson Mitchell, 1732 Touro St., New Orleans
Arthur David and Dawn Marie Monroe, 1914 Fredericks St., Terrytown
Horace Moody, PO Box 563, Slidell
Mary Christine Munsterman, 3733 Silver Maple Court, New Orleans
Frank R. Nasudorf, 1627 Hollygrove St., New Orleans
Calvin Narcisse, Post Office Box 23, Killona
Charlotte M. Nelson, 123 Soniat St. St. Tammany Trailer, Slidell
Daniel Neveaux, 4560 Viola St., New Orleans
Emily Hang and Sam Van Nguyen, 4226 Joycelyn Drive, New Orleans
Toyet Thi Nguyen, 2729 Jeanne Drive, Marrero
Karen E. and Mark Olivez, 6122 Mitchel Ave., Metairie
Amy T. and Carlino Joseph Parfait, 206 Kitty Court, Houma
Glynn O. and Janice Bizana Pellegrin, P. O. Box 527, Abita Springs
Constance Delaune and Norman Dean Petticrew, 4105 Ben Michael, Marrero
Erika Young and Robert W. Polk, 12217 Mizell Loop Road, Bogalusa
Ariel Puentes, 4056 E. La State Dr., Kenner
Linda Ray, 1519 North Broad St., New Orleans
Deborah S. and William J. Rein, 839 Robert Blvd., Slidell
Marie Corriere Revertiga, 6805 Veterans Mem. Blvd. #S-10, Metairie
Eric Paul Richardson, 3740 Pauger St., New Orleans
Sean Michael Riley, 733 Carrollwood Village Apartment #194, Gretna
Charles A. and Elizabeth M. Rivera, 3919 Virgil Blvd., New Orleans
Donald and Zelta M. Roberts Sr., 7119 W. Laverne St., New Orleans
Holden and Janet Adams Robertson, 20545 Joiner Rd., Hammond
Craig S. and Lisa A. Robichaux, 107 Rogers Lane, Houma
Jeff F. Rogers, 239 Nashville Ave., New Orleans
Randy Rome, P.O. Box 502 Hwy. 90 Mathegne's Trailer Park, Des Allemands
Barbara and Martin Schwarzenberg, DMB 290 828 Royal St., New Orleans
Eloise and Exzaious Scott, 1418 Elizardi Blvd., New Orleans
Bonnie Lee Wells Kemp Secora, 630 Ave. C, Bogalusa
Darlene Nicole Sheppard, 1131 Lebouef St., New Orleans
Abby A. and Kerry E. Shields, 107 St. Thomas Way, Covington
David L. and Ruby F. Simoneaux, 929 Ridgefield Road, No.4, Thibodaux
Joann O. Sims, 1108 Moisant St., Kenner
Linda Kaye and Ricky Smith, 1709 Wagner St., New Orleans
Twilynn Jourdain Smith, 7500 Fieldston Road, New Orleans
Robert Lee Snyder, P. O. Box 51834, New Orleans
Latonya Speight, 3820 Third St. Apartment 2, New Orleans
Benny and Donna Spriggs, 3465 Vespasian Blvd., New Orleans
Anna C. Swafford, P. O. Box 2304, Covington
Julie Tarlet and Shane Anthony Theriot, 137 West 94th St., Cutoff
Loretta M. Theriot, P. O. Box 572, Chauvin
Mary Ann Thomas, 4488 Lafaye St., New Orleans
Lucilla Lard and Vernell Thompson, 6425 Rue Louis Philippe, Marrero
Juanita Dufrene Tonabbee, PO Box 286, Des Allemands
Richard J. Tregre Jr., 238 A. Labarre Drive, Metairie
Sylvia W. Toscano, 2641 Timberlane Drive, Marrero
Terrineea Shelmire and Tyrone Mark Vincent, 8207 Hickory St., New Orleans
Cynthia R. Watkins, 2609 North Rampart St., New Orleans
Stephen Ashley Wetzel, 3311 E. Catahoula Court, Kenner
Michael E. White, 50263 Turnpike Road, Folsom
Kari Ian and Yvonne Smith Wikstrom, 4048 Post Drive, Harvey
Jodi Johnston and Mark Timothy Wilborn, 127 5th St., Bridge City
Trina Russell Wilkes, 4107 Eden St., New Orleans
Tonisia Williams, 2131 Robin St., New Orleans
Charmaine Williams, 217 Helen St. Apt. D, Gretna
Carol Songy and James Valpo Williams, 1624 Todd Drive, St.
Barbara A ...
Boutte
Willabea ...
Barbara ...
Grand Te...
Sara Grac... ...leans

Under Ch... schedule ... as possib...
Diedrick ...
Carolyn ... Kenner
Joycelyn ...
Cheryl B. ...leans
Charlotte ... Fifth St., ...
Irma Bab...
Carla Lee ... Thibodea...
Dean A. ... Court, G...
Audrey M. ...leans
Joseph J... ...leans
Loonie B. ...
Albert C. ... Houma
Larry S. ... 253, Hou...
Ieon C. ...
Betty B. ...
Dorothy ... Amite
Sandra Z ...nor
Don P. Ca...
Michelle ... New Or...
Mary Lou ...
Carmen ...
Charles ... New Or...
Beverly ...
James A. ...
Mark An...
Betty J. ...daux
Aubrey ... St., Hou...
Catrina ... New Or...
Bertha ...
Alvin Jo... Comeau...

SETTING UP SHOP

New domestic business incorporations for the New Orleans metro area filed with the Louisiana ...

Bachemin & Bachemin, Ltd., 219 Marlin Drive, Slidell, 70461, Louis Bachemin Jr.
Bachemin & Bachemin II, Ltd., 219 Marlin Drive, Slidell La 70461, Louis Bachemin Jr.
Back To Normal Physical Rehabilitation, Inc., 321 Hawthorne Drive, Houma, 70360, Robert D. Rice, Nicola Mckeon.
Bay-Tech Equipment Rentals, Inc., 1253 First Ave., Harvey, 70058, William Michael Wills, Bonnye Wills.
Bayou Environmental Services, Inc., 2319 Jay St., New Orleans, 70122, Prentiss K. Deshautreaux, Patrick A. Farrell.
Bayou Loft Restaurant, Inc., 7319 Fourth St., Marrero, 70072, Charles P. Shano, Barry D. Bartholo... 70345, April Kuhn Foret.
Dollar Stuck Inc., 6601 Veterans Memorial, Ste. 1,2,3, Metairie, 70003, Mahd Qaroot, Azem Laran.
E & H Consultant, Inc., 1714 Polk St., Houma, 70360, Elray P. Foret, Haydia Foret.
Ebool Fx, Inc., 4833 General Meyer Ave., New Orleans, 70114, Edward C. Brown.
Edwards, Inc., ET., 46 Adrienne, Madisonville, 70447, Fred T. Edwards.
Fink Services, Inc., 3266 Appian Drive, Kenner, 70065, Patrick B. Fink, Mary V. Fink.
Fish-N-Stuff, Inc., P.O. Box 817, Sun, 70463-0817, Richard W. Beal.
Gill & Associates, Inc., 12918 Gill Road, Tangipahoa, 70465, Don M. Gill ...
Kitchen Connection Of Slidell, Inc., 150 Northshore Blvd., Slidell, 70460, Dawn P. Dufresne.
L&A Diner, Inc., 107 Ollie Drive, Belle Chasse, 70037, Alvin I. Hebert.
L&A Lounge, Inc., 107 Ollie Drive, Belle Chasse, 70037, Alvin I. Hebert.
Lease One Motor Co., Inc., 53 Hyacinth Drive, Covington, 70433, Clayton J. Swaink III, Jeff Pieratt.
Liner Brothers, Inc., 414 Mahler St., Houma, 70363, Joeddie Liner.
Lombard Construction, Inc., 3307 Bridge St., Slidell, 70458, Troy M. Lombard.
Loving Hearts Service Coordinators Of La. Inc., 7111-13 Boston Drive, New Orleans, 70127, Clarence Carter Jr., Gina Lisa Durand ...
Lafayette St., New Orleans, 70130, Omega Institute Of Health, Amc.
Brymar Transport, LLC, 216 Scotchpine Drive, Mandeville, 70471-2545, Michael G. Hassett.
C & A Towing, LLC, 32172 Hwy. 11, Buras, 70041, Charlie E. Singley Sr., Charlie E. Singley Jr.
C & C'Auto Salvage, LLC, 10251 Webb Road, Hammond, 70403, Morris Clint Spears, Clyde Toschstone, William J. Chaucer Jr.
Canal Street Investments, LLC, 116 Inlet Court, Laplace, 70068, Christopher Bardell.
Cardiology Associates Of Slidell, LLC, 1340 14th St., Slidell, 70458, Vasanth Bethala, M.D., Victor Echenique, M.D., Ratnaker Pernenkil, M.D.
Career LLC, 2551 Orleans Ave., New Orleans ...
Kottler ... Metairie ...
Lake Fo... ...leans, 7...
Lone To... ...soun A...
Le' Bon... 70117, I...
Lewis & ... Slidell, ...
Lifespa... Cut Off, ...
Lima Tr... 70364, ...
Local ...

METRO MONEY

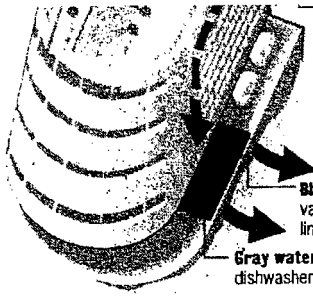
Causeway Blvd. Apt. 1606, Mandeville
James Anthony and Mary Elizabeth Catalanotto, 6053 Marshall Foch St., New Orleans
Edna Irene and Hayward Lee Cavalier, 302 Bellevue, Lockport
Christopher John Cavaliere, 991 Mouton St., New Orleans
Michelle S. Charles, 2682 Gladiolus St., New Orleans
Belinda Ruth and Stephen Michael Chiffon, 3205 Angelique Drive, Violet
Michael and Michelle McKinney Christopher, 1201 West Esplanade Ave. Apt. 113, Kenner
Lee D. Collins Jr., 1026 N. Rocheblave St., New Orleans
Johnnie Haggard Compton III, 180 Annex St., Destrehan
Bradley A. and Tara A. Cooper, 44334 C.E. Stafford Road, Franklinton
Harold William and Linda Livingston Copeland, 183 W. Pinewood Drive, Slidell
Charles Curtis and Marie Torres Covellion, 122 Cherry Creek Drive, Mandeville
James D. Cotrer, 58562 Highway 1054, Amite
Kevin Edward Danos, 1616 Orchid Drive, Harvey
Amanda Voss Davenport, 63 Shady Oaks, Covington
William Dale Deatherage, Post Office Box 160, Springfield
Terri Shandel DeMille, 4300 Sullen Place Apt. 9-H, New Orleans
Sharon A. Barnhizer Dietz, 601 Vintage Drive Number E-234, Kenner
Lionel L. and Peggy Dillon, 1019 W. 30th Ave., Covington
Antoinette Dillon, 1504 1/2 St. Anthony St., New Orleans
Louis F. Dinoteaz, 2400 Magazine St. Apt. 9, New Orleans
Alongi Joseph Dominick, 3928 So I-10 Svc Rd. Apt # 301, Metairie
Arthur Leslie Duncan, 3920 Civic St., Metairie
William Norman Duncan, P. O. Box 1222, Mandeville
Andre Philip and Catherine Aronti Gelsee Ebric, 103 Asphodel Place, Mandeville
Estopinal Industries Incorporated, 3944 Chef Menteur Highway, New Orleans
Carol Ann Evans, 1509 Ames Blvd., Marrero
Adam J. and Dawn T. Fabre, 550 Folse Drive, River Ridge
James Wendell Ferguson, 308 Riverridge Drive Apartment C, Boutte
Tonja B. Fiol, 909 South Cortez St., New Orleans
Tracy Jude and Wendy Jean Foreman, 21328 East Bel Rd., Amite
Christopher Burn Forst, 63 Shady Oaks, Covington
Gisele Catherine and Wilma James Fremin, 6161 Highway 39, Braithwaite
Brenda M. Fetherson, 804 Mar Drive, Lockport
Olga Gabriel, 3901 N. I-10 Service Rd. Apt. C223, Metairie
Leonie Gabriel, 2816 Britannica Drive, Marrero
Kathleen Paul and Leonardo Barbaro Gallardo, 2230 8th Ave., Mandeville
Robert Garlepied, 6115 North Olympia, New Orleans
Marie T. and William F. Gillee, P. O. Box 470, Abita Springs
Maureen K. and Vincent Joseph Giordano, 3701 1/2 Cypress St., Metairie
Jan M. and Joseph M. Giordano, 2188 Gibson St., Gretna
Leslie Gonzalez, 4056 E. Louisiana State Drive, Kenner
Thomas Arthur Greason, 614 Iberville St., New Orleans
Cathy S. and James Paul Hancock, 62352 Russeltown Rd., Roseland
Carol Becnel Harris, 5019 Warren Drive, New Orleans
Roy Anthony Harrison, 1421 Alvar St., New Orleans
Kristi M. Hatcher, 222 E. 7th Ave., Covington
Clarence Hayes, 915 North Roberson St., New Orleans
Catherine A. Hebert, 1009 Francis St., Marrero
Charlie L. and Janie L. Carter-Heck, 21356 Wilson Road, Covington
Matthew James and Sally Bernard Hedrick Jr., 42 Granada Drive, Kenner
Gregory S. and Winifred T. Heinz, 1402 N. Causeway Boulevard, Mandeville
Michael D. Hess, 221 Putters Lane, Slidell
Peter John Hingle, 551 West William David Pkwy, Metairie
Michael G. Horton, 24260 Nick Jenkins Road, Bush
Charles Eldridge Howard, 5501 Warrington Dr. Apt. B, New Orleans
John T. and Shirley A. Hudgins, 532 Willowbrook Drive, Gretna
Charles F. and Cynthia O. Husemann III, 39587 Walnut Drive, Pearl River
Bridget H. Hyde, 5947 Louisiana Ave. Pkwy., New Orleans
Shirley S. Jackson, 6403 Franklin Ave, New Orleans
Arthur L. and Robin A. Jeanfreau III, 306 Greenwood Plantation Rd., Thibodaux
Lavada S. Jenkins-Ball, PO Box 641585, Kenner
George Harold and Mary Sue Johnson, 2621 Canyon Drive, Marrero
Kerri Johnson, 316 E. 5th St., Edgard
Shirley Ann Jolla, 304 North Elm St. Apt. A, Metairie
Hilda Jupiter, 2914 Baronne St., New Orleans
Robert Clyde Kelly Jr., 1712 Carrollton St. Apt. 7, Metairie
Christine Stark and Ronald James Kennedy, 1006 N. Carrollton Ave., New Orleans
Ana V. Kerr, 7980 Edgelake Court, New Orleans
Verschareff Knapper, 8626 Pritchard Place, New Orleans
Janice Lacey, 1460 N. Dorgenois Rd., New Orleans
Laura DiMarco LeBlanc, 1056 Shelby Drive, Westwego
Gary L. Lee, 23085 Burvant St., Abita Springs
Mary E. Leitac, 3113 Idaho Ave., Kenner
Lighting Supply, Inc., 107 Rogers Lane, Houma
Bonnie G. and Michael R. Likes, P. O. Box 658, Garyville
Alfred Joseph and Angela Marie Robinson Lillman III, 5136 Darda St., Lafitte
Dixie M. Lopez, 6112 Loraine St., Metairie
Donald R. Loupe Jr., PO Box 92, Reserve
Eugene Carey and Josefina Munson Manuel, 2602 Tifton St., Kenner
Ronald D. Mariaello, P.O. Box 442, Meraux
Sylvia Jane Martin, 5 Honeysuckle Lane, New Orleans
Allison Newell Mayfield, 1540 Stella Place, Marrero
Diedra McCue, 4560 Viola St., New Orleans
Matthew and Sheila Picou McGovern, 6731 River Road, Waggaman
Kenneth McNabb, 63042 Main St., Angie
Joseph W. and Lelia McQuitty, 2021 Cambrone St., New Orleans
Milton William and Norma Jean Slater Means, 1917 Edgemere Drive, Slidell
Mary Margaret Metz, 2510 Upperline St., New Orleans
Jason Paul Meynard, 436 Taffy Drive, Marrero
Tina L. Michel, 430 Ann Carol St., Houma
Wayne Melvin Mikula, 1620 Seventh St. Apartment C, New Orleans
Denise Roebuck and James Earl Miller, 1909 Fern St., New Orleans
Richard J. Mirabelli, 3331 Burgundy St., New Orleans
Marian Wilson Mitchell, 1732 Touro St., New Orleans
Arthur David and Dawn Marie Monroe, 1814 Fredericks St., Terrytown
Horace Moody, PO Box 563, Slidell
Mary Christine Munsterman, 3733 Silver Maple Court, New Orleans
Frank R. Nassdorf, 1627 Hollygrove St., New Orleans
Calvin Narcisse, Post Office Box 23, Killona
Charlotte M. Nelson, 123 Sonset St. St. Tammany Trailer, Slidell
Daniel Neveaux, 4580 Viola St., New Orleans
Emily Hang and Sam Van Nguyen, 4226 Joycelyn Drive, New Orleans
Tuyet Thi Nguyen, 2729 Jeanne Drive, Marrero
Karen T. and Mark Oliver, 8122 Mitchell Ave., Metairie
Amy T. and Carlton Joseph Perfett, 206 Kitty Court, Houma
Glynn D. and Janice Dianne Pellegrin, P. O. Box 527, Abita Springs
Constance Delaune and Norman Dean Pettierew, 4105 Ben Michael, Marrero
Erika Young and Robert W. Polk, 12217 Mizell Loop Road, Bogalusa
Ariel Puentes, 4056 E. La State Dr., Kenner
Linda Ray, 1519 North Broad St., New Orleans
Deborah S. and William J. Rein, 839 Robert Blvd., Slidell
Marie Corriere Revertiga, 6805 Veterans Mem. Blvd. #S-10, Metairie
Eric Paul Richardson, 3740 Pauger St., New Orleans
Sean Michael Riley, 733 Carrollwood Village Apartment #194, Gretna
Charles A. and Elizabeth M. Rivers, 3919 Virgil Blvd., New Orleans
Donald and Zella M. Roberts Sr., 7119 W. Laverne St., New Orleans
Holden and Janet Adams Robertson, 20545 Joiner Rd., Hammond
Craig S. and Lisa A. Robichaux, 107 Rogers Lane, Houma
Jeff E. Rogers, 239 Nashville Ave., New Orleans
Randy Roma, P.O. Box 502 Hwy. 90 Matherne's Trailer Park, Des Allemands
Barbara and Martin Schwanenberg, DMB 290 828 Royal St., New Orleans
Eloise and Ezzalone Scott, 1419 Elizardi Blvd., New Orleans
Bonnie Lee Wells Kemp Secora, 630 Ave. C, Bogalusa
Darleen Nicole Sheppard, 1131 Lebouef St., New Orleans
Abby A. and Kerry E. Shields, 107 St. Thomas Way, Covington
David C. and Ruby F. Simoneaux, 979 Ridgefield Road, No.4, Thibodaux
Joann O. Sims, 1108 Moisant St., Kenner
Linda Gaye and Ricky Smith, 1709 Wagner St., New Orleans
Tellyea Jourdain Smith, 7500 Fieldston Road, New Orleans
Robert Lee Snyder, P. O. Box 51934, New Orleans
Latonya Speight, 3820 Third St. Apartment 2, New Orleans
Benny and Donna Spriggs, 3465 Vespasian Blvd., New Orleans
Anna C. Swafford, P. O. Box 2304, Covington
Julie Tastet and Shane Anthony Theriot, 137 West 94th St., Cutoff
Loretta M. Theriot, P. O. Box 572, Chauvin
Mary Ann Thomas, 4488 Lafaye St., New Orleans
Lucille Lard and Vernell Thompson, 6425 Rue Louis Philippe, Marrero
Juanita Dufrene Torrebbee, PO Box 286, Des Allemands
Richard J. Tregre Jr., 238 A. Labarre Drive, Metairie
Sylvia W. Toscano, 2641 Timabalier Drive, Marrero
Terrisene Skelmire and Tyrone Mark Vincent, 8207 Hickory St., New Orleans
Cynthia R. Watkins, 2609 North Rampart St., New Orleans
Stephen Ashley Wetzel, 3311 E. Catahoula Court, Kenner
Michael E. White, 50263 Turnpike Road, Folsom
Karl Lee and Yvonne Smith Wikstrom, 4048 Post Drive, Harvey
Jodi Johnston and Mark Timothy Wilborn, 127 5th St., Bridge City
Trisa Russell Wilbue, 4107 Eden St., New Orleans
Tunisia Williams, 2131 Robin St., New Orleans
Charmaine Williams, 217 Helen St. Apt. D, Gretna
Carol Songy and James Valpo Williams, 1624 Todd Drive, St. Bernard
Barbara A. and George R. Williams, PO Box 525, Bourne
Willabea Williams, 1881 Treasure St., New Orleans
Barbara Mellos and Donald Bruce Wright, 4945 Grand Terre Dr., Marrero
Sara Graciela Zaldivar, 2435 Onzaga St., New Orleans

CHAPTER 13

Under Chapter 13, a debtor sets up a payment schedule and plans a way to repay as many debts as possible in five years.

Kiedrick Addison, 2700 Whitney Ave., #479, Harvey
Carolyn and Larry G. Agner, 4208 Delaware Ave., Kenner
Joycelyn R. Anderson, 404 Boylan St., Houma
Cheryl B. Armstead, 1736 St. Maurice St., New Orleans
Charlotte Robichaux and Richard James Babin, 111 Fifth St., Houma
Irma Babino, 3064 Mt. Kennedy Drive, Marrero
Carla Lee and Kevin Michael Barnhart, 40239 North Thibodeaux Road Lot 5, Ponchatoula
Dean A. and Katherine M. Bergeron, 882 Pupple Court, Gray
Audrey H. Bernard, 5713 N. Robertson St., New Orleans
Joseph James Bestle III, 7423 Zimple St., New Orleans
Lonnie G. Bilbo, 810 Veterans Blvd., Kenner
Albert C. and Katherine L. Blair, 179 Miranda Court, Houma
Early B. Branch, 5467 West Park Ave. Apartment 253, Houma
Isom C. Brown, 2129 Mandeville St., New Orleans
Betty B. Burtett, 7441 Finchley Rd., New Orleans
Dorothy L. and Willie L. Burton, 804 South First St., Amite
Sandra Zanders Bush, 3112 Phoenix St. - Unit A, Kenner
Don P. Carter, 79 River Park Drive, Hahnville
Michelle King and Otis M. Chairs, 6437 Apricot St., New Orleans
Mary Louise Chapman, 4513 Allen St., New Orleans
Carmen Marie Clay, PO Box 2671, Slidell
Charles and Melonie Coleman, 4120 Jumonville St., New Orleans
Beverly Collins, 4515 Marque Drive, New Orleans
James A. and Linda H. Cook, 56689 Bartman, Slidell
Mark Anthony Cook, 703 Harden Drive, Hammond
Betty J. and Wilbert J. Davis, P.O. Box 5162, Thibodaux
Aubrey P. and Bridget A. Dellart Jr., 716 Patterson St., Houma
Catrina B. Denney, 8800 I-10 Service Rd. Apt. 101, New Orleans
Bertha Mae Domino, 8220 Ackel Apt. 585, Metairie
Alvin Joseph and Charlotte Marie Douglas, 107 Comeaux Drive, Lockport

See RUNGS, F-9



contaminants, then released through the ship's main smokestack.

Ash: Newer ships have packaging systems so ash may be safely landed ashore. Older ships still discharge ash at sea.

Bilge water: Up to about 2,600 gallons of oil and water drains from engines and machinery each day. This bilge water is separated, and the oily byproduct is incinerated or disposed of on shore.

■ DISCHARGED AT SEA

Black water: Up to about 14,000 gallons of sewage per day is flushed by vacuum toilets and treated with chlorine and ultraviolet light. Most cruise lines only discharge treated sewage at least 12 miles from the coastline.

Gray water: Up to about 150,000 gallons of waste water per day drains from dishwashers, sinks and showers. Considered biodegradable, it's flushed out at sea.

AP GRAPHIC

Bankruptcies

FILINGS, *from F-8*

Darnell Passero and David Michael Evans, 2805 Lyndell Drive, Chalmette
Michael John Foise, 14945 River Road, Hahnville
Starla M. Fortenot, 2817 Sieglinde Court, Marrero
Dominick Salvatore and Pietra Scorsone Geraci, 2012 Roosevelt Blvd, Kenner
Delory Anne Grant, 8539 Freret St., New Orleans
Elizabeth Harvey, 340 Audubon Dr., Mandeville
Enola Tanner Harvey, Route 7, Box 1068, Greensburg
Alice Corsus Havard, 14945 River Road, Hahnville
Gina Michelle and Todd Thomas Hebert, 13430 Jones Road, Ponchatoula
Edna Francis Holmes, 341 Rotunda Dr., Avondale
Elma B. Howard, P.O. Box 870303, New Orleans
Virginia Wells Hudson, 161 Friedrichs Road, Gretna
John Hunter, 3800 Texas Dr. Apt. 151-D, New Orleans
Barbara B. Jones, 821 Richard Lane, Gretna
Melvin Donald Lewis, 2736 Mithra St., New Orleans
Judith Ann Lowax, 2529 Mistletoe St., New Orleans
Hazel W. Martin, 7945 Buffalo Road, New Orleans
Jeanette Marie McDonald, 1911 Touro St., New Orleans
Johnnie Mae McKnight, 2930 Annunciation St., New Orleans
Darryn T. and Elnettie Miller, 7902 Belfast St., New Orleans
Henry Moss, 3608 Vespasian Boulevard, New Orleans
Calvin Mowery, 6023 Mangny St., New Orleans
Sandra and Timothy P. O'Regan, 55 Mary St., Norco
C. A. and G. T. Ortuno, Post Office Box 1723, Harvey
Valerie Revenga Pajaud, 4900 Dodt Ave., New Orleans
James L. Payton, 4216 Hessmer #317, Metairie
Compton B. and Sarah A. Peters, 13025 Cherbourg St., New Orleans
Warren Pierce, 1028 Eliza St., New Orleans
Hazel C. Pitts, 615 Hesseps St., New Orleans
Roderic Lee Rail, 11418 Quail Run, Hammond
Charles T. Ray, 315 Iona St., Metairie
Debra Beach and Van Albert Hicks, 3815 Henican Place, Metairie
James Henry and Jennifer Estes Roberts, 185 Shannon Drive, Mandeville
James and Sharon Rollins, 304 Layman St., Avondale
Kyle Thomas and Jennifer Scott Sullens, 319 Rue St. Apt. E, Gretna
Donna Marie and Eldon Joseph Silva, 1622 Alexander Ave., Arabi
O. C. Smith, 8323 Birch St., New Orleans
Frank Warren and Linda Ann Spruzk, 2913 Angelique Drive, Violet
Debra Ann and Robert Paul Story, 3714 East Grand lake, Kenner
Deshone Fisher and George Toussaint Temple, 8020 Parry St., New Orleans
Karen Thomas, 2012 Waters Drive, Marrero
Edward and Rosalie Thomas Jr., 119 Buquet St., Houma
Gregory Ussin, 5131 Mckendall Place, New Orleans
Cynthia Vice-Fontenot, 718 Lamarque St., Mandeville
Charlotte Rena and Timothy Mason Vincent, P. O. Box 902, Springfield
Heidi Marie Wallace, 3413 Bissonet Drive, Metairie
Jamvie Marie Webster, 2718 Eagle St., New Orleans
Troy Williams, 132 Blanche Drive, Avondale
Sharlene Cummings Williams, 7755 Downman Road, New Orleans

PUBLIC NOTICE

THE CITY COUNCIL HOUSING AND HUMAN NEEDS COMMITTEE WILL CONVENE A SPECIAL MEETING ON MONDAY APRIL 9, 2001 AT 7:00 PM IN THE CITY COUNCIL CHAMBER OF CITY HALL LOCATED AT 1300 PERDIDO STREET TO CONSIDER THE FOLLOWING:

FRENCHMAN'S WHARF APARTMENTS/REVISED PLAN FOR ACQUISITION INCLUDING:
1) DISPLACEMENT OF TENANTS
2) CONCENTRATION OF LOW INCOME RESIDENTS
3) CAPITAL IMPROVEMENTS
4) MANAGEMENT/OPERATIONS
5) RESIDENT PARTICIPATION
6) OVERSIGHT AND ACCOUNTABILITY

ALL RESIDENTS OF FRENCHMAN'S WHARF APARTMENTS, NEIGHBORHOOD RESIDENTS, LOCAL BUSINESSES, COMMUNITY LEADERS, AND ELECTED OFFICIALS ARE ENCOURAGED TO ATTEND THIS MEETING. PLEASE CONTACT THE CITY COUNCIL DISTRICT "E" OFFICE AT 565-6305 FOR ADDITIONAL INFORMATION. PERSONS IN NEED OF CERTAIN ACCOMMODATIONS SUCH AS A SIGN LANGUAGE INTERPRETER MAY BE PROVIDED SERVICES WITH 24 HOURS PRIOR NOTICE BY CALLING 565-6305/VOICE OR 565-8258/TTY

COUNCILMEMBER OLIVER M. THOMAS, CHAIRMAN
COUNCILMEMBER CYNTHIA WILLARD-LEWIS, DISTRICT "E"
COUNCILMEMBER SCOTT P. SHEA, DISTRICT "A"
COUNCILMEMBER EDDIE L. SAPIR, CITY COUNCIL AT LARGE